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May 2, 2003

**Via Overnight Delivery**

Mr. Vernon A. Williams  
Secretary  
Office of the Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423

RECORDATION NO. 23492-A FILED  
MAY 02 '03 3-24 PM  
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section, 11301(a) are two original executed copies and two photostatic copies of a Termination of Agreement dated May 2, 2003 (the "Termination") between Johnstown America Corporation ("Johnstown") and MHF-LS Equipment, Inc. ("MHF-LS"), which termination is a secondary document as defined in the Commissioner's Rules for the Recordation of Documents. The Termination relates to that certain Memorandum of Interim User Agreement, dated as of May 1, 2001, (the "Memorandum") between Johnstown and MHF-LS, which Memorandum was duly recorded and filed, pursuant to 49 U.S.C. Section 11301, with the Surface Transportation Board on May 22, 2001 and assigned recordation number 23492.

The names and addresses of the parties to the enclosed Termination are:

Johnstown: Johnstown America Corporation  
17 Johns Street  
Johnstown, PA 15901

User: MHF-LS Equipment, Inc.  
800 Cranberry Woods Drive  
Suite 450  
Cranberry Township, PA 16066

A description of the railroad equipment covered by the enclosed document is set forth on Schedule 1 to the Termination.

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

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Mr. Vernon A. Williams  
May 2, 2003  
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Kindly return one stamped original copy and two stamped photostatic copies of the enclosed document and the stamped photostatic copy of this letter to Susan G. Lichtenfeld at Ross & Hardies, 150 North Michigan Avenue, Suite 2500, Chicago, Illinois 60601.

Following is a short summary of the enclosed document and the primary document to which it relates:

Secondary Document to Be Recorded

Termination of Agreement dated May 2, 2003, by and between Johnston America Corporation and MHF-LS Equipment, Inc., which relates to and terminates the Memorandum of Interim User Agreement dated as of May 1, 2001.

Primary Document to which the Secondary Document Relates

Memorandum of Interim User Agreement, dated as of May 1, 2001, between MHF-LS Equipment, Inc., as user, and Johnstown America Corporation, duly recorded and filed, pursuant to 49 U.S.C. §11301, with the Surface Transportation Board on May 22, 2001, and assigned Recordation Number 23492.

Very truly yours,

  
Susan G. Lichtenfeld

SGL:vgc  
Enclosures  
cc: Robert W. Kleinman

RECORDED 23492-A FILED

MAY 02 '03 3-24 PM

SURFACE TRANSPORTATION BOARD

**TERMINATION OF AGREEMENT**

THIS TERMINATION OF AGREEMENT (this "Termination"), is made this 2nd day of May, 2003, by and between JOHNSTOWN AMERICA CORPORATION, a Delaware corporation ("Johnstown"), and MHF-LS EQUIPMENT, INC., a Pennsylvania corporation ("User").

WHEREAS, Johnstown and User are parties to an Interim User Agreement, dated as of May 1, 2001 (the "Agreement"); and

WHEREAS, the Memorandum of Interim User Agreement (the "Memorandum") dated as of dated as of May 1, 2001 between Johnstown and User was duly filed for recordation with the Surface Transportation Board (the "STB") pursuant to 49 U.S.C. Section 11301, on May 22, 2001, at 10:20 a. m. and given Recordation Number 23492; and

WHEREAS, Johnstown and User desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, User and Johnstown, intending to be legally bound, agree as follows:

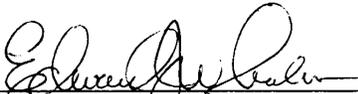
1. User and Johnstown hereby terminate and cancel the Agreement, effective as of the date this Termination is filed with the STB with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "Terminated Equipment"), and User and Johnstown hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.
2. The parties agree to record this Termination with the STB so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and User have caused this Termination to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION, a  
Delaware corporation

By   
Its SENIOR VICE PRESIDENT MARKETING AND SALES

MHF-LS EQUIPMENT, INC., a Pennsylvania  
corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Johnstown and User have caused this Termination to be executed as of the day and year first above written.

JOHNSTOWN AMERICA CORPORATION, a  
Delaware corporation

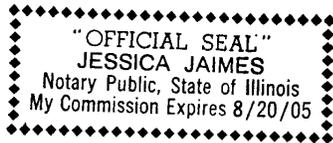
By \_\_\_\_\_  
Its \_\_\_\_\_

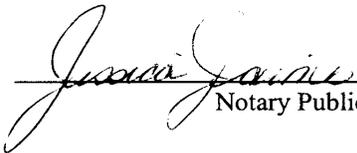
MHF-LS EQUIPMENT, INC., a Pennsylvania  
corporation

By   
Its President \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )SS  
COUNTY OF COOK                    )

On this 30<sup>th</sup> day of April, 2003, before me personally appeared Edward J. Whalen, to me personally known, who, being by me duly sworn, says that he is a Vice President of JOHNSTOWN AMERICA CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.



  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA    )  
  )SS  
COUNTY OF BUTLER                    )

On this \_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, says that he is \_\_\_\_\_ of MHF-LS EQUIPMENT, INC., that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS                    )  
  )SS  
COUNTY OF COOK                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2001, before me personally appeared Edward J. Whalen, to me personally known, who, being by me duly sworn, says that he is a Vice President of JOHNSTOWN AMERICA CORPORATION, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

COMMONWEALTH OF PENNSYLVANIA    )  
  )SS  
COUNTY OF ~~BUTLER~~ <sup>Allegheny</sup>                    )

On this 18 day of MAY, 2001, before me personally appeared John J. Ersko to me personally known, who, being by me duly sworn, says that he is President of MHF-LS EQUIPMENT, INC., that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged before me that the execution of the foregoing instrument was the free act and deed of said corporation.

*Clifford J. Bright*  
Notary Public

My commission expires: 7-11-2002

Notarial Seal  
Clifford J. Bright, Notary Public  
South Fayette Twp., Allegheny County  
My Commission Expires July 11, 2002  
Member, Pennsylvania Association of Notaries

**SCHEDULE 1  
TO TERMINATION OF AGREEMENT**

30 articulated bulk container cars bearing the following road marks and numbers:

MHFX 516237 – MHFX 516266 (both inclusive)