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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

May 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Railcar Lease, dated as of March 17, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease, Supplement No. 1 and Partial Termination previously filed with the Commission under Recordation Numbers 17432, 17432-B and 17432-E.

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

Lessee: Indiana Michigan Power Company
1 River Plaza
Columbus, Ohio 43215

Owner Trustee: U.S. Bank National Association
not in its individual capacity but solely as
Owner Trustee
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Anne K. Quinlan, Esquire
May 22, 2008
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A description of the railroad equipment covered by the enclosed document is:

21 hopper coal cars TERMINATED within the series AEPX 2607 - AEPX 3191 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Partial Termination of Railcar Lease.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord". The signature is fluid and cursive, with a prominent loop at the end.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 17432-M FILED

MAY 22 '08 -4 15 PM

PARTIAL TERMINATION OF RAILCAR LEASE SURFACE TRANSPORTATION BOARD

This Partial Termination of Railcar Lease (this "Termination") is made as of March 17, 2008 by and between Indiana Michigan Power Company, an Indiana corporation (the "Lessee"), and U.S. Bank National Association, not in its individual capacity, but solely as successor owner trustee under that certain Trust Agreement dated as of July 1, 1991 between The Connecticut National Bank and Chase Manhattan Service Corporation (U.S. Bank National Association, in its capacity as such trustee is hereinafter referred to as the "Lessor"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Annex I to the Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee, as supplemented pursuant to the Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee, as modified pursuant to the Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee and as amended pursuant to the Amendment No. 1 to Railcar Lease dated as of September 22, 2006 between the Lessor and the Lessee (such Railcar Lease as so supplemented, modified and amended and as such Railcar Lease may have been further amended, supplemented or otherwise modified through the date hereof, the "Lease").

WHEREAS, the aforesaid Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432;

WHEREAS, the aforesaid Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432-B;

WHEREAS, the aforesaid Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on October 16, 1995 as conveyance number 17432-E;

WHEREAS, pursuant to the Lease, the Lessor leased to the Lessee a number of railroad cars (the "Leased Cars");

WHEREAS, the Lessee has returned to the Lessor the 21 Leased Cars referred to on Schedule 1 hereto (such returned cars being hereinafter referred to as the "Terminated Cars");

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Termination. The Lessor and the Lessee hereby agree and confirm that the Lease is hereby terminated and cancelled with respect to each of the Terminated Cars, and that each party agrees to, and does hereby, release the other party from all liabilities of whatever nature arising out of or relating to each of the Terminated Cars except for liabilities covered by (i) the Tax Indemnification Agreement (as defined in Annex 1 to the Lease) which shall continue as

provided for therein, (ii) the indemnities set forth in Section 6 of the Participation Agreement (as defined in Annex 1 to the Lease) which shall continue as provided for in Section 6(d) of the Participation Agreement, or (iii) the indemnities set forth in Section 7 of the Participation Agreement which shall continue as provided for in Section 7(b) of the Participation Agreement.

2. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. Governing Law. THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Lessor and the Lessee has caused this Partial Termination of Railcar Lease to be duly executed by its duly authorized officer, all as of the day and year first written above.

INDIANA MICHIGAN POWER COMPANY ^{BF}

By:  ^{BF}
C. E. Zebula
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity,
but solely as Owner Trustee

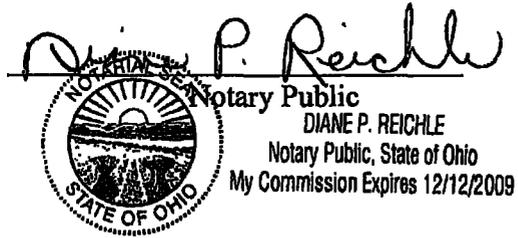
By: _____

Title: _____

STATE OF Ohio)
) SS.:
COUNTY OF Franklin)

On this 17th day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula, to me personally known, who being duly sworn, says that he/she is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: 12/12/2009



STATE OF Connecticut)
) SS:
COUNTY OF Hartford)

On this ___ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being duly sworn, says that her/she is a _____ of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Notary Public

My Commission expires: _____

provided for therein, (ii) the indemnities set forth in Section 6 of the Participation Agreement (as defined in Annex 1 to the Lease) which shall continue as provided for in Section 6(d) of the Participation Agreement, or (iii) the indemnities set forth in Section 7 of the Participation Agreement which shall continue as provided for in Section 7(b) of the Participation Agreement.

2. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. Governing Law. THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Lessor and the Lessee has caused this Partial Termination of Railcar Lease to be duly executed by its duly authorized officer, all as of the day and year first written above.

INDIANA MICHIGAN POWER COMPANY

By: _____
C. E. Zebula
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,
not in its individual capacity,
but solely as Owner Trustee

By: 
Elizabeth C. Hammer
Title: Vice President

STATE OF _____)
) SS.:
COUNTY OF _____)

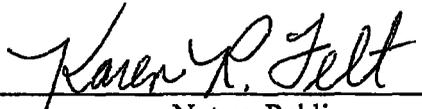
On this ___ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula, to me personally known, who being duly sworn, says that her/she is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: _____

Notary Public

STATE OF Connecticut)
) SS:
COUNTY OF Hartford)

On this 18th day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared Elizabeth C. Hammer, to me personally known, who being duly sworn, says that her/she is a Vice President of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My Commission expires: _____ **KAREN R. FELT**
NOTARY PUBLIC
My Commission Expires 02/28/2009

SCHEDULE I
to Partial Termination of Railcar Lease

TERMINATED CARS

21 - 100-ton 4000 c.f. triple-hopper coal cars with the following car numbers:

AEPX 2607	AEPX 2806	AEPX 3103	AEPX 3145
AEPX 2618	AEPX 2851	AEPX 3104	AEPX 3154
AEPX 2620	AEPX 2912	AEPX 3109	AEPX 3191
AEPX 2677	AEPX 2929	AEPX 3113	
AEPX 2713	AEPX 2967	AEPX 3129	
AEPX 2715	AEPX 3000	AEPX 3144	

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 5/22/08



Robert W. Alvord