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SURFACE TRANSPORTATION BOARD

DLA Piper LLP (US)
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601-1293
T 312.368.4000
F 312.238.7516
W www.dlapiper.com

SUSAN G. LICHTENFELD
susan.lichtenfeld@dlapiper.com
Direct Phone: 312-368-2125
Direct Fax: 312-630-6338

January 27, 2012

VIA E-FILING

Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423
Attention: Cynthia T. Brown, Chief of the Section of Administration

Dear Ms. Brown:

Enclosed for electronic filing and recordation with the Surface Transportation Board ("STB") pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Bill of Sale, Assignment of Lease and Full Release and Termination dated as of December 30, 2011 (the "Termination") between Wilmington Trust Company, as Security Trustee ("Security Trustee"), and U.S. Bank National Association, as successor-in-interest to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee ("Owner Trustee"), which Termination is a secondary document as defined in the STB's Rules for the Recordation of Documents. The enclosed Termination relates to the Security Agreement – Trust Deed dated as of November 1, 1991 and related documents previously filed with the Interstate Commerce Commission (predecessor to the STB) and the STB under Recordation Number 17602.

The name and address of the parties to the enclosed Termination is:

Owner Trustee: U.S. Bank National Association
225 Asylum Street, 23rd Floor
Hartford, CT 06103

Security Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed Termination is as follows: 601 100-ton rotary dump gondola coalporter cars marked AEPX 3864 through AEPX 4464 (both inclusive), as described on Schedule 1 to the Termination.

Ms. Cynthia T. Brown
January 27, 2012
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The required recordation fee of \$41.00 is being paid to the STB by charge to our firm account.

Kindly return a file-stamped copy of the Termination and this letter to Susan G. Lichtenfeld at DLA Piper LLP (US), 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601.

Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Bill of Sale, Assignment of Lease and Full Release and Termination dated as of December 30, 2011 between Wilmington Trust Company, as Security Trustee, and U.S. Bank National Association, as successor-in-interest to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee.

Documents to Which the Secondary Document Relates

Security Agreement – Trust Deed dated as of November 1, 1991 between Wilmington Trust Company, as Security Trustee, and The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee, which was duly filed with the Interstate Commerce Commission on November 25, 1991 and assigned recordation number 17602-A, and related documents filed with the Interstate Commerce Commission and the Surface Transportation Board under said recordation number.

Thank you for your attention to this request.

Very truly yours,

DLA Piper LLP (US)


Susan G. Lichtenfeld

Enclosure

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SURFACE TRANSPORTATION BOARD

**BILL OF SALE, ASSIGNMENT OF LEASE AND FULL RELEASE AND
TERMINATION**

THIS BILL OF SALE, ASSIGNMENT OF LEASE AND FULL RELEASE AND TERMINATION (this "Termination") is made and entered into as of December 30, 2011, by and between Wilmington Trust Company, a Delaware trust company, as Security Trustee ("Security Trustee"), and U. S. BANK NATIONAL ASSOCIATION, a national banking association, as successor-in-interest to The Connecticut National Bank, not in its individual capacity but solely as successor Owner Trustee ("Owner Trustee").

WHEREAS, Security Trustee and The Connecticut National Bank, not in its individual capacity but solely as original Owner Trustee ("Original Owner Trustee") are parties to a Security Agreement-Trust Deed dated as of November 1, 1991 (Indiana Michigan Power Trust No. 91-5) (the "Trust Deed"), as supplemented by Security Agreement Supplement No. 1 dated November 25, 1991 between Security Trustee and Original Owner Trustee ("Supplement No. 1"), Security Agreement Supplement No. 2 dated December 30, 1991 between Security Trustee and Original Owner Trustee ("Supplement No. 2"), and Security Agreement Supplement No. 3 dated March 27, 1992 between Security Trustee and Original Owner Trustee ("Supplement No. 3"; the Trust Deed as supplemented by Supplement No. 1, Supplement No. 2 and Supplement No. 3 are collectively referred to as the "Security Agreement"). The Security Agreement was entered into in connection with the 1991 leverage lease financing under a transaction described in the Participation Agreement (the "Participation Agreement") dated as of November 1, 1991 (Indiana Michigan Power Trust No. 91-5) among Indiana Michigan Power Company, as Lessee, Citicorp Railmark, Inc. (successor in interest to Security Pacific Equipment Leasing, Inc.), as Owner Participant, the Owner Trustee, the Institutional Investors Named in Schedule 2 thereto, as Note Purchasers, and the Security Trustee.

WHEREAS, the Security Agreement created a lien and security interest in favor of Security Trustee in and to the Collateral (as defined in the Security Agreement), which includes without limitation the railcars described on Schedule 1 attached hereto (the "Equipment") and the Lease (as hereinafter defined).

WHEREAS, the Equipment is being leased to the Lessee under the following documents: the Railcar Lease dated as of November 1, 1991 between Owner Trustee, as lessor, and the Lessee (the "Railcar Lease"), as supplemented by Lease Supplement No. 1 dated as of November 25, 1991 between Owner Trustee, as lessor, and Lessee ("Lease Supplement No. 1"), Lease Supplement No. 2 dated as of December 30, 1991 between Owner Trustee, as lessor, and Lessee ("Lease Supplement No. 2") and Lease Supplement No. 3 dated as of March 27, 1992 between Owner Trustee, as lessor, and Lessee ("Lease Supplement No. 3"; the Railcar Lease as supplemented by Lease Supplement No. 1, Lease Supplement No. 2 and Lease Supplement No. 3 are collectively referred to as the "Lease").

WHEREAS, the Trust-Deed was duly filed for recordation with the Interstate Commerce Commission ("ICC") on November 25, 1991 and assigned recordation number 17602-A,

Supplement No. 1 was duly filed for recordation with the ICC on November 25, 1991 and assigned recordation number 17602-C, Supplement No. 2 was duly filed for recordation with the ICC on December 30, 1991 and assigned recordation number 17602-E, and Supplement No. 3 was duly filed for recordation with the ICC on March 30, 1992 and assigned recordation number 17602-G.

WHEREAS, the Railcar Lease was duly filed for recordation with the ICC on November 25, 1991 and assigned recordation number 17602, Lease Supplement No. 1 was duly filed for recordation with the ICC on November 25, 1991 and assigned recordation number 17602-B, Lease Supplement No. 2 was duly filed for recordation with the ICC on December 30, 1991 and assigned recordation number 17602-D and Lease Supplement No. 3 was duly filed for recordation with the ICC on March 30, 1992 and assigned recordation number 17602-F.

WHEREAS, Security Trustee and Owner Trustee desire to terminate, release and discharge the Security Agreement and to record such termination and cancellation with the Surface Transportation Board ("STB"), successor entity to the ICC.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Security Trustee and Owner Trustee, intending to be legally bound, agree as follows:

1. Security Trustee and Owner Trustee hereby terminate the Security Agreement (except for Section 11 thereof, which shall survive) and Security Trustee hereby terminates, releases and discharges its security interest in the Collateral, including without limitation its security interest in the Equipment and the Lease. The Owner Trustee confirms and acknowledges that the Indebtedness Hereby Secured has been fully paid and hereby directs the Security Trustee to execute and deliver this Termination.

2. Owner Trustee hereby grants, bargains, sells, transfers, conveys, assigns and releases to Citicorp Railmark, Inc. ("CitiRail"), as Owner Participant, and its successors and assigns all right, title and interest of Owner Trustee in and to the Equipment and all accessories, additions, improvements and replacements therein, "AS IS, WHERE IS" and without recourse or any representation or warranty of any kind whatsoever, whether written, oral, express or implied (including without limitation without any representation or warranty as the MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment), other than a warranty against any Lessor's Liens of Owner Trustee on the Equipment. Owner Trustee confirms and acknowledges that the Trust Agreement (the "Trust Agreement") dated as of November 1, 1991 (Indiana Michigan Power Trust No. 91-5) between the Owner Trustee and the Owner Participant and the trust created thereby have terminated and are of no further force or effect other than such terms therein as survive any termination of the Trust Agreement.

3. Owner Trustee hereby assigns, transfers and conveys to CitiRail all of Owner Trustee's right, title and interest in, to and under the Lease.

4. The parties agree to record this Termination with the STB to release any lien against the Collateral created by or arising out of the Security Agreement

5. This Termination may be executed (i) by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument and (ii) by a party and delivered to the other party by facsimile or other

electronic transmission, and such signature shall have the same force and effect as an original signature on such document.

[signature page follows]

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

WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as Security Trustee

By Robert P. Hines, Jr.
Name: Robert P. Hines, Jr.
Title: Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION, as successor-in-interest to The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee

By E.C. Ham
Name: ELIZABETH C. HAMMER
Title: VICE PRESIDENT

**SCHEDULE I
TO
BILL OF SALE, ASSIGNMENT OF LEASE AND FULL RELEASE AND TERMINATION**

THE EQUIPMENT

601 100-ton rotary dump gondola coalporter cars, bearing the following road marks and numbers:

AEPX 3864 through AEPX 4464 (both inclusive)

STATE OF DELAWARE)
) : SS
COUNTY OF NEW CASTLE)

Robert P. Hines, Jr.

On this 27 day of January, 2012, before me personally appeared _____, to me personally known, who being by me duly sworn, says that (s)he is a Assistant V.P. of Wilmington Trust Company, a Delaware trust company, that said instrument was signed on behalf of said banking corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Ramona L. Ringgold
Name: _____
Notary Public
My Commission Expires: _____
Residing in _____



RAMONA L. RINGGOLD
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires 10-06-2013

