

BNSF

Larry C. Meyne
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EXHIBIT D

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Via Overnight Mail

December 10, 2003

Mr. Timothy P. Stanley
Manager Transportation & Marketing
American Electric Power Service Corporation
Fuel Supply Department
155 West Nationwide Boulevard
Columbus, OH 43215

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Dear Mr. Stanley:

Pursuant to 49 U.S.C. § 11101(c), The Burlington Northern and Santa Fe Railway Company hereby provides notice that as of January 1, 2004, the common carrier rate for transportation of coal from Rawhide Mine in Wyoming, covered by the STB rate prescription, to West Texas Utilities' Oklaunion power station near Vernon, TX, will increase from the current rate of \$18.04 per ton to \$18.83 per ton.

If you have any questions, please feel free to contact me.

Sincerely,

Larry C. Meyne

Cc: Sami M. Shalah
Rick Weicher
Mike Roper

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Manager Transportation & Marketing
American Electric Power Service Corporation
Fuel Supply Department
155 West Nationwide Boulevard
Columbus, OH 43215



Dear Mr. Stanley:

Pursuant to 49 U.S.C. § 11101(c), The Burlington Northern and Santa Fe Railway Company hereby provides notice that as of January 1, 2004, the common carrier rate for transportation of coal from non-Rawhide Mines in Wyoming to the Oklaunion power station near Vernon, TX, will increase from the current rate of \$18.04 per ton to \$18.83 per ton and shall be covered by the enclosed Common Carrier Pricing Authority BNSF 306720.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry C. Meyne".

Cc: Sami M. Shalah
Rick Weicher
Mike Roper

**The Burlington Northern and Santa Fe Railway Company ("BNSF")
Common Carrier Pricing Authority BNSF 306720**

Effective Date: January 1, 2004

Expiration Date: December 31, 2004, unless renewed or extended.

Commodity: Raw sub-bituminous Coal, STCC 11-21-series (excluding artificially dried or processed coal).

Origins: BNSF served mines in Wyoming, excluding Rawhide Mine.

Destination: AEP Texas North's Oklaunion Generating Plant near Vernon, TX.

Route: BNSF direct.

Railcar Supply: BNSF supplied, subject to their availability for service under this Common Carrier Authority.

Transportation Rate: \$18.83 per net ton

Gross Weight: Maximum of 268,000 pounds per railcar.

Minimum Train Lading Weight: For trains comprised of aluminum gondola railcars – 111 tons multiplied by the number of railcars in the train.

For trains comprised of aluminum rapid-discharge railcars – 107 tons multiplied by the number of railcars in the train.

For trains comprised of steel railcars – 100 tons multiplied by the number of railcars in the train.

Weights utilized for the assessment of Freight Charges will be the applicable Minimum Train Lading Weight or the actual weight of Coal per Trainload, whichever is greater.

Train Size: 128 railcars

Railcars: Claims for damage to or destruction of railcars shall be handled in accordance with the procedures set forth in the Field Manual and Office Manual of the Association of American Railroads Interchange Rules, as amended from time to time. Notwithstanding the foregoing, BNSF shall not be liable for events of force majeure, or for improper loading or unloading performed by Shipper, its agent, its contractor, consignor or consignee.

Weights: Lading Weights shall be ascertained at Origin by Shipper, its agent, or the Coal mine operator, at no charge to BNSF, and will be provided to BNSF via either electronic data interchange or facsimile upon release of a loaded train. BNSF shall have the right to inspect and certify the Origin scales.

**The Burlington Northern and Santa Fe Railway Company ("BNSF")
Common Carrier Pricing Authority BNSF 306720**

Loading:

Shipper or its agent shall be responsible for the provision of appropriate loading facilities. All cars in each shipment shall be tendered to BNSF (or its agent or contractor) for loaded movement within four (4) hours of Actual or Constructive Placement for loading at Origin ("Loading Free Time"). Loading Free Time shall be extended for a period of time equivalent to that by which loading is delayed or prevented as a result of a Loading Disability or any occurrence attributable to BNSF which prevents or impedes loading.

A Loading Disability means any of the following events which directly results in the inability to load a train at Origin: (i) an Act of God; (ii) a strike or other labor disturbance; (iii) a riot or other such civil disturbance; (iv) unusual snow or ice accumulation sufficient to prevent or delay loading of a train; or (v) mechanical or electrical breakdown, explosion, or fire affecting the loading facilities at Origin.

Actual Placement is made when an empty train arrives at the designated loading point at Origin and the train crew requests loading instructions. If Actual Placement is prevented due to any cause attributable to Shipper, its agents, or the mine operator, BNSF (or its agent or contractor) may Constructively Place the train at any available hold point. In the event of Constructive Placement, Loading Free Time shall begin when BNSF (or its agent or contractor) determines a train must be placed at an available hold point because Actual Placement has been delayed or prevented, and ends when Actual Placement has been made. Shipper shall pay a charge of \$600.00 per hour or fraction thereof that a train is held in excess of Loading Free Time.

Unloading:

Shipper shall be responsible for the provision of appropriate unloading facilities, and shall be responsible for unloading of railcars at Destination. Shipper shall take delivery of coal unit trains upon arrival at Destination. Shipper shall be allowed six hours free time for unloading of a train at Destination, commencing with the arrival of a train at Destination, or with Constructive Placement of a train ("Unloading Free Time"). Unloading Free Time shall be extended for a period of time equivalent to that by which unloading is delayed or prevented as a result of an Unloading Disability. If a train is not unloaded and released to BNSF within the applicable Unloading Free Time, Shipper shall pay BNSF a "Destination Detention Charge" of \$600.00 per hour for each hour or fraction thereof that a train is held in excess of Unloading Free Time.

Constructive Placement begins when BNSF determines a train must be placed at an available hold point because placement at Destination has been delayed or prevented, and ends upon arrival of the train at Destination.

An Unloading Disability means any of the following events which directly results in the inability to unload a train at Destination: (i) an Act of God; (ii) a strike or other labor disturbance; (iii) a riot or other such civil disturbance; (iv) unusual snow or ice accumulation sufficient to prevent or delay unloading of a train; or (v) mechanical or electrical breakdown, explosion, or fire affecting the unloading facilities at Destination.

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Accessorial Services: Coal unit train accessorial services provided by BNSF and charges therefor, other than specified in this Common Carrier Authority, shall be as described in BNSF Authority 6041-series or successors thereto, except that no change in destination shall be permitted.

Billing and Payment: Freight Charges and accessorial will be billed by BNSF and paid by Shipper within ten working days of receipt of a bill therefor. BNSF will bill each shipment under the terms of the Uniform Straight Bill of Lading. All railcars for each shipment are to be billed on one (1) Bill of Lading. This Common Carrier Authority BNSF 306720, correct address and patron code must be shown on the Bill of Lading to insure accurate billing. In the event Shipper does not make full and timely payment, or if adverse credit conditions occur, which in the judgment of BNSF could affect Shipper's ability to meet payment terms, BNSF may require Shipper to pay cash in advance of service for all amounts for which Shipper is liable under this Common Carrier Authority.

Other Provisions: Shipments made under the provisions of this Common Carrier Authority are subject to the Uniform Freight Classification 6000-series or its successor, applicable tariffs, statutes, federal regulatory rules and regulations, AAR rules, and other accepted practices within the railroad industry as may be amended from time to time.