

RECORDATION NO. 7909-A  
FILED & RECORDED  
OCT 14 1975 4 30 PM  
INTERSTATE COMMERCE COMMISSION

AMENDMENT TO SCHEDULE TO LEASE OF  
RAILROAD EQUIPMENT

AMENDATORY AGREEMENT, dated as of September 17,  
1975, between ARMCO LEASING CORPORATION, an Ohio corporation  
(hereinafter called the "Lessor"), and OHIO POWER COMPANY,  
an Ohio corporation, (hereinafter called the "Lessee"),

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a LEASE OF  
RAILROAD EQUIPMENT dated as of December 3, 1974 (hereinafter  
called the "Lease"), and;

WHEREAS, Lessor and Lessee are parties to an Assignment  
of Purchase Agreement dated as of December 3, 1974 (hereinafter  
called "Purchase Agreement"), and;

WHEREAS, Lessor and Lessee are parties to a SCHEDULE to  
the Lease bearing No. XXXXX-1, which Schedule was approved  
and agreed to by Lessor and Lessee on December 12, 1974, and;

WHEREAS, the terms of the Purchase Agreement provide  
for certain increases in the cost of the Units under the  
Lease and it has been determined that such cost increases  
have been incurred, and;

WHEREAS, the Lessor and Lessee desire to include said  
cost increases in the total cost of the Units under the Lease  
and amend the Schedule in the manner set forth below;

NOW, THEREFORE, in consideration of the premises and the  
Amendment herein contained, the parties hereto agree as  
follows:

1. The total cost of the 160 newly manufactured Bethlehem  
Steel Corporation 100-ton, three pocket open hopper cars  
bearing road numbers AEPX-851 to AEPX-1010 inclusive is  
\$4,164,187.20.

2. The total rent for the 15 year term commencing  
January 1, 1975 is \$7,968,840.00 payable quarterly in arrears  
commencing January 1, 1975 at the rate of \$132,814.00 each  
quarter. Lessee shall pay Lessor the sum of \$8,506.00  
concurrently with execution of this Amendatory Agreement.

3. The purchase price pursuant to Section 17 of the Lease is \$1,952.00 per unit.

4. It is understood and agreed that this Amendatory Agreement shall be filed in the appropriate records of the Interstate Commerce Commission at Lessee's sole expense.

All other terms and conditions of the Schedule and the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendatory Agreement as of the day and year first above written.

OHIO POWER COMPANY  
Lessee

ARMCO LEASING CORPORATION  
Lessor

By [Signature]  
Title: Vice President

By [Signature]  
Title: President

(SEAL)

(SEAL)

By [Signature]  
Title: Secretary

By [Signature]  
Title: Vice President -  
Contract Administration

Corporate Acknowledgment

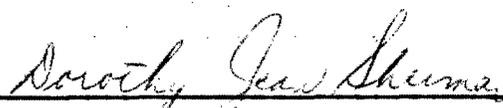
(To the "Amendatory Agreement",  
dated as of September 17, 1975,  
between Armco Leasing Corporation  
and Ohio Power Company)

STATE OF OHIO        )  
                          )SS:  
COUNTY OF BUTLER )

Comes now JAMES R. COLLINS and being first duly sworn deposes  
and says that he is President of Armco Leasing Corporation, that  
one of the seals affixed to the foregoing instrument is the  
corporate seal of said corporation, that said instrument was  
signed and sealed on behalf of said corporation by authority of  
the Board of Directors, and acknowledges that the execution of  
the foregoing instrument was the free act and deed of said  
corporation.

  
\_\_\_\_\_  
James R. Collins

Sworn to before me and subscribed in my presence this 6<sup>th</sup> day  
of October, 1975.

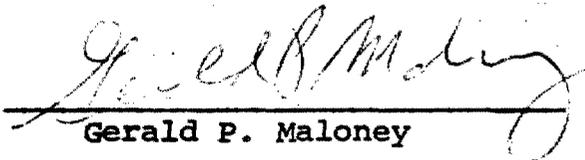
  
\_\_\_\_\_  
DOROTHY JEAN SHERMAN, Notary Public  
BUTLER COUNTY, OHIO  
My Commission Expires October 14, 1978

Corporate Acknowledgment

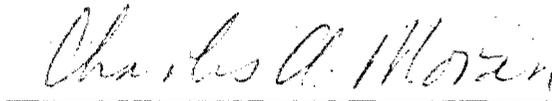
(To the "Amendatory Agreement",  
dated as of September 17, 1975,  
between Armco Leasing Corporation  
and Ohio Power Company)

STATE OF NEW YORK, )  
                          )SS:  
COUNTY OF NEW YORK,)

Comes now GERALD P. MALONEY and being first duly sworn deposes  
and says that he is Vice President of Ohio Power Company, that one  
of the seals affixed to the foregoing instrument is the corporate  
seal of said corporation, that said instrument was signed and  
sealed on behalf of said corporation by authority of the Board of  
Directors, and acknowledges that the execution of the foregoing  
instrument was the free act and deed of said corporation.

  
Gerald P. Maloney

Sworn to before me and subscribed in my presence this 8<sup>th</sup> day  
of October, 1975.

  
Charles A. Moran

CHARLES A. MORAN  
NOTARY PUBLIC, State of New York  
No. 44-4608143 - Qual. in Richmond Co.  
Certificate filed in New York County  
Commission Expires March 30, 1977

