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AUG 15 1990 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

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New York A
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AUG 15 1990 - 9 45 AM

August 15, 1990 INTERSTATE COMMERCE COMMISSION

15970/B
RECORDED IN FILED 1425

AUG 15 1990 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Units
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

0-227A004

15970
RECORDED IN FILED 1425

AUG 15 1990 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

Enclosed are two original copies of each of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303.

The first document, ^{Railcar} ~~Equipment~~ Lease, dated as of August 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Lessor: The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

Lessee: Ohio Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The second document, Security Agreement-Trust Deed, dated as of August 1, 1990, is a primary document. The names and addresses of the parties to such document are as follows:

Debtor: The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

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

Vertical handwritten notes on the left margin:
Ct. National Bank
Security Trustee

NEW YORK

- A

The third document, Lease Supplement No. 1, dated as of August 15, 1990, is a secondary document. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- B

Ohio Power Company
c/o American Electric Power Service Corporation
1 Riverside Plaza
Columbus, Ohio 43215

The fourth document, Security Agreement-Supplement No. 1, dated as of August 15, 1990, is a secondary document. The names and address of the parties to such document are as follows:

The Connecticut National Bank
777 Main Street
Hartford, Connecticut 06115

- C

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

A general description of the equipment covered by each of these documents and intended for use related to interstate commerce is set forth in Schedule 1 attached to this letter and made a part hereof.

A short summary of the documents to appear in the index follows:

Railcar Lease, dated as of August 1, 1990, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of August 1, 1990 with Chase Manhattan Service Corporation, as Lessor and Ohio Power Company, an Ohio corporation, as Lessee.

Security Agreement-Trust Deed, dated as of August 1, 1990, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Ohio Power Trust No. 90-1, as Debtor, to Wilmington Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

Lease Supplement No. 1 dated as of August 15, 1990, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of August 1, 1990 with Chase Manhattan Service Corporation, as Lessor and Ohio Power Company, an Ohio corporation, as Lessee.

Security Agreement Supplement No. 1, dated as of August 15, 1990, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Ohio Power Trust No. 90-1, as Debtor, to Wilmington

Trust Company, not in its individual capacity, except as specifically set forth herein, but solely as Security Trustee, as Security Trustee.

A filing fee of \$60.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours

CHAPMAN AND CUTLER

By: 
Elizabeth L. Majers

Enclosures

16970/C
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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT SUPPLEMENT NO. 1

SECURITY AGREEMENT SUPPLEMENT NO. 1, dated August 15, 1990, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of August 1, 1990, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of August 1, 1990 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

- (1) all the units of property and equipment described in Schedule A annexed hereto;
- (2) all accessories, equipment, parts and appurtenances appertaining or attached to any units of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and
- (3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

w/c

This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

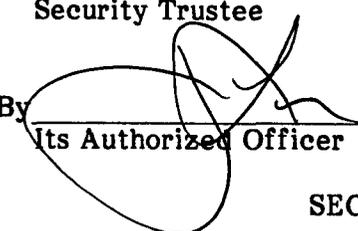
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Ohio Power
Trust No. 90-1

By _____
Its _____

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity except as
expressly provided herein but solely as
Security Trustee

By  _____
Its Authorized Officer

SECURITY TRUSTEE

DESCRIPTION OF EQUIPMENT

356-4000 c.f. triple hopper cars as more specifically described below:

Car Numbers

AEPX 1501 - 1542 inclusive
AEPX 1544 - 1555 inclusive
AEPX 1557 - 1586 inclusive
AEPX 1588 - 1637 inclusive
AEPX 1639 - 1656 inclusive
AEPX 1659 - 1661 inclusive
AEPX 1663 - 1696 inclusive
AEPX 1698 - 1706 inclusive
AEPX 1708 - 1729 inclusive
AEPX 1731 - 1737 inclusive
AEPX 1739 - 1778 inclusive
AEPX 1780 - 1799 inclusive
AEPX 1801 - 1803 inclusive
AEPX 1805 - 1811 inclusive
AEPX 1813 - 1848 inclusive
AEPX 1850 - 1851 inclusive
AEPX 1853 - 1873 inclusive

SECURITY AGREEMENT SUPPLEMENT NO. 1

SECURITY AGREEMENT SUPPLEMENT NO. 1, dated August 15, 1990, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of August 1, 1990, (the "Trust Agreement") for the benefit of Chase Manhattan Service Corporation, a New York corporation (the Owner Participant"), and Wilmington Trust Company, as security trustee (the "Security Trustee") under the Security Agreement-Trust Deed dated as of August 1, 1990 from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

WHEREAS, the Security Agreement provides for the execution and delivery from time to time of Security Agreement Supplements substantially in the form hereof each of which shall particularly describe the Equipment (such term and other defined terms in the Security Agreement being herein used with the same meaning) included in the Collateral and subject to the security interest of the Security Agreement;

NOW, THEREFORE, TO SECURE THE PAYMENT when and as due and payable of the principal of and the premium, if any, and interest on the Notes, and to secure the payment of all other indebtedness which the Security Agreement by its terms secures and compliance with all the terms of the Security Agreement and of such Notes, the Debtor does hereby create and grant to the Security Trustee and to its successors and assigns a security interest in the following properties:

(1) all the units of property and equipment described in Schedule A annexed hereto;

(2) all accessories, equipment, parts and appurtenances appertaining or attached to any units of property and equipment described in said Schedule A, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and

(3) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing, subject always to the exceptions, reservations and limitations contained in the section entitled "EXCEPTED RIGHTS IN COLLATERAL" of the Security Agreement.

SAVINGS AND EXCEPTING, however, from the properties in which a security interest is hereby created and granted, all property saved and excepted from the coverage of the granting clauses of the Security Agreement by the section entitled "EXCEPTED RIGHTS IN COLLATERAL" immediately following the granting clauses thereof.

THE DEBTOR hereby binds itself, its successors and assigns, to warrant and forever defend to the Security Trustee and its successors and assigns the security interest hereby created and granted.

END

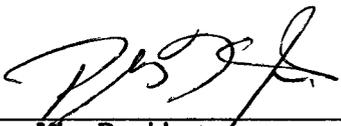
This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

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

THE CONNECTICUT NATIONAL BANK,
not individually but solely as
Owner Trustee under Ohio Power
Trust No. 90-1

By 
Its Vice President

DEBTOR

WILMINGTON TRUST COMPANY,
not in its individual capacity except as
expressly provided herein but solely as
Security Trustee

By _____
Its Authorized Officer

SECURITY TRUSTEE

STATE OF Connecticut)
COUNTY OF Hartford) Hartford

On this 10th day of August, 1990, before me personally appeared P. G. KANE, JR, to me personally known, who being by me duly sworn, says that he is a Vice President of The Connecticut National Bank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

W. Joubert Blair
Notary Public

(SEAL)

My commission expires My Commission Expires Mar. 31, 1993

STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 1990, before me personally appeared, to me personally known, who being by me duly sworn, says that he is a _____ of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My commission expires: _____

DESCRIPTION OF EQUIPMENT

356-4000 c.f. triple hopper cars as more specifically described below:

Car Numbers

AEPX 1501 - 1542 inclusive
AEPX 1544 - 1555 inclusive
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