

CHAPMAN AND CUTLER

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1877-1943  
Henry E. Cutler  
1879-1959

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17462-D  
RECORDED TO FILED 1991

SEP 26 1991 -10 55 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:

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, Lease Supplement No. 2 and First Amendment to Lease and Lease Supplement No. 1, dated September 26, 1991, is a secondary document. This document relates to the Railcar Lease dated as of July 1, 1991 between The Connecticut National Bank, as Lessor and Indiana Michigan Power Company, as Lessee, recorded on August 2, 1991 with recordation no. 17462. The names and addresses of the parties to such document are as follows:

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Indiana Michigan Power Company  
c/o American Electric Power Service Corporation  
1 Riverside Plaza  
Columbus, OH 43215

The second document, Security Agreement Supplement No. 2 and First Amendment to Security Agreement Supplement No. 1, dated as of September 26, 1991, is a secondary document. This document relates to the Security Agreement-Trust Deed dated as of July 1, 1991 between The Connecticut National Bank, as Owner Trustee and Wilmington Trust Company, as Security Trustee, recorded on August 2, 1991 with recordation no. 17462-A. The names and addresses of the parties to such documents are as follows:

September 26, 1991

17462-E  
RECORDED TO FILED 1991

SEP 26 1991 -10 55 AM

INTERSTATE COMMERCE COMMISSION

\$30.00  
17462  
17462-  
NOT RECORDED  
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*C Counterparts - CT, Kannan*

CHAPMAN AND CUTLER

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Page 2  
September 25, 1991

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

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:

Lease Supplement No. 2 and First Amendment to Lease and Lease Supplement No. 1 dated September 26, 1991, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of July 1, 1991 with Chase Manhattan Service Corporation, as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 2 and First Amendment to Security Agreement Supplement No. 1, dated September 26, 1991, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-2, 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.

CHAPMAN AND CUTLER

Office of the Secretary  
Page 3  
September 25, 1991

A filing fee of \$30.00 is enclosed. Please return an original of each of the enclosed documents to the undersigned.

Very truly yours,

CHAPMAN AND CUTLER

By:   
John A. Harris

JAH:tad  
Enclosures

RECORDATION NO

17462-E  
FILED 1425

SEP 26 1991 - 10 55 AM

INTERSTATE COMMERCE COMMISSION

17462-E

**SECURITY AGREEMENT SUPPLEMENT NO. 2 AND  
FIRST AMENDMENT TO SECURITY AGREEMENT SUPPLEMENT NO. 1**

THIS SECURITY AGREEMENT SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO SECURITY AGREEMENT SUPPLEMENT NO. 1 (the "Security Agreement Supplement No. 2") dated September 26, 1991, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of July 1, 1991, (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 July 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated August 2, 1991 (the "Security Agreement Supplement No. 1", the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 is hereinafter referred to as the "Security Agreement").

**W I T N E S S E T H :**

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.

**SECTION 1. AMENDMENTS TO SECURITY AGREEMENT SUPPLEMENT NO. 1.**

1.1. All references in the Security Agreement Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

**SECTION 2. MISCELLANEOUS.**

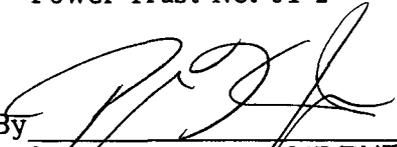
2.1. This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

2.2. 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.

2.3. 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 Indiana Michigan  
Power Trust No. 91-2

By   
Its VICE PRESIDENT

DEBTOR

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

By \_\_\_\_\_  
Its Authorized Officer

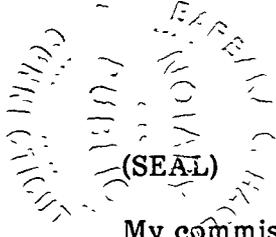
SECURITY TRUSTEE

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

)  
) **HARTFORD**  
)

On this 26<sup>th</sup> day of Septembe, 1991, before me personally appeared D 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.

Barbara D. Hager  
Notary Public



My commission expires 3/31/96

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 1991, 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

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
AEPX 3477	AEPX 3666	AEPX 3707	AEPX 3748	AEPX 3789
AEPX 3478	AEPX 3667	AEPX 3708	AEPX 3749	AEPX 3790
AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
AEPX 3577	AEPX 3669	AEPX 3710	AEPX 3751	AEPX 3792
AEPX 3629	AEPX 3670	AEPX 3711	AEPX 3752	AEPX 3793
AEPX 3630	AEPX 3671	AEPX 3712	AEPX 3753	AEPX 3794
AEPX 3631	AEPX 3672	AEPX 3713	AEPX 3754	AEPX 3795
AEPX 3632	AEPX 3673	AEPX 3714	AEPX 3755	AEPX 3796
AEPX 3633	AEPX 3674	AEPX 3715	AEPX 3756	AEPX 3797
AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
AEPX 3635	AEPX 3676	AEPX 3717	AEPX 3758	AEPX 3799
AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
AEPX 3638	AEPX 3679	AEPX 3720	AEPX 3761	AEPX 3802
AEPX 3639	AEPX 3680	AEPX 3721	AEPX 3762	AEPX 3803
AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
AEPX 3641	AEPX 3682	AEPX 3723	AEPX 3764	AEPX 3805
AEPX 3642	AEPX 3683	AEPX 3724	AEPX 3765	AEPX 3806
AEPX 3643	AEPX 3684	AEPX 3725	AEPX 3766	AEPX 3807
AEPX 3644	AEPX 3685	AEPX 3726	AEPX 3767	AEPX 3808
AEPX 3645	AEPX 3686	AEPX 3727	AEPX 3768	AEPX 3809
AEPX 3646	AEPX 3687	AEPX 3728	AEPX 3769	AEPX 3810
AEPX 3647	AEPX 3688	AEPX 3729	AEPX 3770	AEPX 3811
AEPX 3648	AEPX 3689	AEPX 3730	AEPX 3771	AEPX 3812
AEPX 3649	AEPX 3690	AEPX 3731	AEPX 3772	AEPX 3813
AEPX 3650	AEPX 3691	AEPX 3732	AEPX 3773	AEPX 3814
AEPX 3651	AEPX 3692	AEPX 3733	AEPX 3774	AEPX 3815
AEPX 3652	AEPX 3693	AEPX 3734	AEPX 3775	AEPX 3816
AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
AEPX 3657	AEPX 3698	AEPX 3739	AEPX 3780	AEPX 3821
AEPX 3658	AEPX 3699	AEPX 3740	AEPX 3781	AEPX 3822
AEPX 3659	AEPX 3700	AEPX 3741	AEPX 3782	AEPX 3823
AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
AEPX 3663	AEPX 3704	AEPX 3745	AEPX 3786	AEPX 3827
AEPX 3664	AEPX 3705	AEPX 3746	AEPX 3787	AEPX 3828

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3829				
AEPX 3830				
AEPX 3831				
AEPX 3832				
AEPX 3833				
AEPX 3834				
AEPX 3835				
AEPX 3836				
AEPX 3837				
AEPX 3838				
AEPX 3839				
AEPX 3840				
AEPX 3841				
AEPX 3842				
AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				

**SECURITY AGREEMENT SUPPLEMENT NO. 2 AND  
FIRST AMENDMENT TO SECURITY AGREEMENT SUPPLEMENT NO. 1**

THIS SECURITY AGREEMENT SUPPLEMENT NO. 2 AND FIRST AMENDMENT TO SECURITY AGREEMENT SUPPLEMENT NO. 1 (the "Security Agreement Supplement No. 2") dated September 26, 1991, between The Connecticut National Bank, not individually but solely as owner trustee (the "Debtor") under the Trust Agreement dated as of July 1, 1991, (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 July 1, 1991 from the Debtor to the Security Trustee (the "Original Security Agreement") as supplemented by that certain Security Agreement Supplement No. 1 dated August 2, 1991 (the "Security Agreement Supplement No. 1", the Original Security Agreement as supplemented by the Security Agreement Supplement No. 1 is hereinafter referred to as the "Security Agreement").

**W I T N E S S E T H :**

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.

**SECTION 1. AMENDMENTS TO SECURITY AGREEMENT SUPPLEMENT NO. 1.**

1.1. All references in the Security Agreement Supplement No. 1 to the date "June 15, 1991" are hereby amended to refer to the date "July 1, 1991".

**SECTION 2. MISCELLANEOUS.**

2.1. 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.

2.2. 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.

2.3. 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 Indiana Michigan  
Power Trust No. 91-2

By \_\_\_\_\_  
Its \_\_\_\_\_

DEBTOR

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

By  \_\_\_\_\_  
Its Authorized Officer

SECURITY TRUSTEE

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1991, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that he is a \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_

STATE OF Delaware )  
 )  
COUNTY OF New Castle )

On this 26<sup>th</sup> day of September, 1991, before me personally appeared, Norma P. Cross, to me personally known, who being by me duly sworn, says that he is a Vice President 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.

Patricia J. Evans  
Notary Public

(SEAL)

My commission expires: 4/20/95

DESCRIPTION OF EQUIPMENT

240 - 110-ton gondola coalporter rail cars as more specifically described below:

Car Numbers

AEPX 3412	AEPX 3665	AEPX 3706	AEPX 3747	AEPX 3788
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AEPX 3573	AEPX 3668	AEPX 3709	AEPX 3750	AEPX 3791
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AEPX 3634	AEPX 3675	AEPX 3716	AEPX 3757	AEPX 3798
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AEPX 3636	AEPX 3677	AEPX 3718	AEPX 3759	AEPX 3800
AEPX 3637	AEPX 3678	AEPX 3719	AEPX 3760	AEPX 3801
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AEPX 3640	AEPX 3681	AEPX 3722	AEPX 3763	AEPX 3804
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AEPX 3653	AEPX 3694	AEPX 3735	AEPX 3776	AEPX 3817
AEPX 3654	AEPX 3695	AEPX 3736	AEPX 3777	AEPX 3818
AEPX 3655	AEPX 3696	AEPX 3737	AEPX 3778	AEPX 3819
AEPX 3656	AEPX 3697	AEPX 3738	AEPX 3779	AEPX 3820
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AEPX 3660	AEPX 3701	AEPX 3742	AEPX 3783	AEPX 3824
AEPX 3661	AEPX 3702	AEPX 3743	AEPX 3784	AEPX 3825
AEPX 3662	AEPX 3703	AEPX 3744	AEPX 3785	AEPX 3826
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AEPX 3843				
AEPX 3844				
AEPX 3845				
AEPX 3846				
AEPX 3847				
AEPX 3848				
AEPX 3849				
AEPX 3850				
AEPX 3851				
AEPX 3852				
AEPX 3853				
AEPX 3854				
AEPX 3855				
AEPX 3856				
AEPX 3857				
AEPX 3858				
AEPX 3859				
AEPX 3860				
AEPX 3861				
AEPX 3862				
AEPX 3863				