



Law Offices of  
CHAPMAN AND CUTLER

The Connecticut National Bank  
777 Main Street  
Hartford, Connecticut 06115

Wilmington Trust Company  
Rodney Square North  
Wilmington, Delaware 19890

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

Lease Supplement No. 3 dated March 27, 1992, between The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under the Trust Agreement dated as of November 1, 1991 with Security Pacific Equipment Leasing, Inc., as Lessor and Indiana Michigan Power Company, an Indiana corporation, as Lessee.

Security Agreement Supplement No. 3 dated March 27, 1992, from The Connecticut National Bank, not in its individual capacity but solely as Owner Trustee under Indiana Michigan Trust No. 91-5, 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 ~~\$30.00~~<sup>\$32.00</sup> 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:lw  
Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

3/31/92

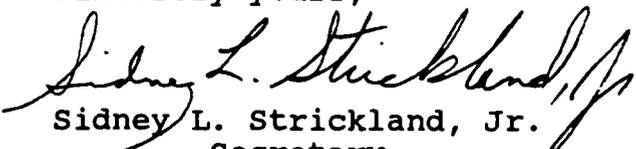
OFFICE OF THE SECRETARY

John A. Harris  
Chapman & Cutler  
111 West Monroe Street  
Chicago Illinois 60603-4080

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/30/92 at 12:25pm, and assigned recordation number(s). 17602-F & 17602-G

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

17602-F  
RECORDED BY FILED M25

LEASE SUPPLEMENT NO. 3

MAR 30 1992 -12 25 PM

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 3 (the "Lease Supplement No. 3") dated March 27, 1992 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5 ("Lessor"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("Lessee").

RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1991 (the "Original Lease") as supplemented by that certain Lease Supplement No. 1 dated November 25, 1991 (the "Lease Supplement No. 1") and further supplemented by that certain Lease Supplement No. 2 dated December 30, 1991 (the "Lease Supplement No. 2", the Original Lease as supplemented by the Lease Supplement No. 1 and Lease Supplement No. 2 is hereinafter referred to as the "Lease"). The terms defined in the Original Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

SECTION 1. AMENDMENT TO ORIGINAL LEASE.

Section 1.1. Exhibit C to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Exhibit C.

Section 1.2. Exhibit D to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 2 attached hereto in place of said Exhibit D.

SECTION 2. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

Schedule 2 to Lease Supplement No. 1 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

Counterpart No. 11 of 75.

**SECTION 3. AMENDMENTS TO LEASE SUPPLEMENT NO. 2.**

Schedule 2 to Lease Supplement No. 2 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

**SECTION 4. MISCELLANEOUS.**

*Section 4.1.* This Lease Supplement No. 3 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

*Section 4.2.* This Lease Supplement No. 3 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.

*Section 4.3.* This Lease Supplement No. 3 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, Lessor and Lessee have caused this instrument to be executed,  
all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an  
Indiana corporation

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

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee  
under Indiana Michigan Trust No. 91-5

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

The undersigned hereby consent and agree to the foregoing Lease Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING,  
INC.,

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

OWNER PARTICIPANT

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

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

SECURITY TRUSTEE

THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

FIRST PENN-PACIFIC LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

**SECURITY-CONNECTICUT LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

By   
Its PRESIDENT

**LINCOLN-SECURITY LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

By   
Its PRESIDENT

**NOTE PURCHASERS**



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

On this, the 27 day of MARCH, 1992, before me, a Notary Public in and for said County and State, personally appeared JON A BOSCIA, the PRESIDENT of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

  
Name: JULIE A. ROMINE, Notary Public  
Notary Public Resident of Allen County, Indiana  
My Commission Expires February 15, 1994  
Residing in \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ALLEN )

On this, the 27 day of MARCH, 1992, before me, a Notary Public in and for said County and State, personally appeared JON A BOSCIA, the PRESIDENT of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

  
Name: JULIE A. ROMINE, Notary Public  
Notary Public Resident of Allen County, Indiana  
My Commission Expires February 15, 1994  
Residing in \_\_\_\_\_

STATE OF INDIANA )  
 )  
COUNTY OF ALLEN ) SS:

On this, the 27 day of MARCH, 1992, before me, a Notary Public in and for said County and State, personally appeared JON A BOSCIA, the PRESIDENT of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

  
Name: JULIE A. ROMINE, Notary Public  
Notary Public Resident of Allen County, Indiana  
My Commission Expires February 15, 1994  
Residing in \_\_\_\_\_

STATE OF INDIANA )  
 )  
COUNTY OF ALLEN ) SS:

On this, the 27 day of MARCH, 1992, before me, a Notary Public in and for said County and State, personally appeared JON A BOSCIA, the PRESIDENT of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

  
Name: JULIE A. ROMINE, Notary Public  
Notary Public Resident of Allen County, Indiana  
My Commission Expires February 15, 1994  
Residing in \_\_\_\_\_

# SCHEDULE 1

## SCHEDULE OF FIXED RENT

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

### RENT PAYMENT DATE

12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

EXHIBIT C  
(to Equipment Lease)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

## SCHEDULE 2

### SCHEDULE OF STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

EXHIBIT D  
(to Equipment Lease)

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### SCHEDULE 3

#### SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

SCHEDULE 2  
(to Lease Supplement No. 1)

SCHEDULE 2  
(to Lease Supplement No. 2)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

SCHEDULE OF  
STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 (the "*Lease Supplement No. 3*") dated March 27, 1992 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5 ("*Lessor*"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("*Lessee*").

#### RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1991 (the "*Original Lease*") as supplemented by that certain Lease Supplement No. 1 dated November 25, 1991 (the "*Lease Supplement No. 1*") and further supplemented by that certain Lease Supplement No. 2 dated December 30, 1991 (the "*Lease Supplement No. 2*", the Original Lease as supplemented by the Lease Supplement No. 1 and Lease Supplement No. 2 is hereinafter referred to as the "*Lease*"). The terms defined in the Original Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### SECTION 1. AMENDMENT TO ORIGINAL LEASE.

*Section 1.1.* Exhibit C to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Exhibit C.

*Section 1.2.* Exhibit D to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 2 attached hereto in place of said Exhibit D.

#### SECTION 2. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

Schedule 2 to Lease Supplement No. 1 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

Counterpart No. 12 of ~~2~~ 75.

**SECTION 3. AMENDMENTS TO LEASE SUPPLEMENT NO. 2.**

Schedule 2 to Lease Supplement No. 2 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

**SECTION 4. MISCELLANEOUS.**

*Section 4.1.* This Lease Supplement No. 3 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

*Section 4.2.* This Lease Supplement No. 3 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.

*Section 4.3.* This Lease Supplement No. 3 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, Lessor and Lessee have caused this instrument to be executed,  
all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an  
Indiana corporation

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

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee  
under Indiana Michigan Trust No. 91-5

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

The undersigned hereby consent and agree to the foregoing Lease Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING,  
INC.,

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

OWNER PARTICIPANT

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

By  \_\_\_\_\_  
Its VICE PRESIDENT

SECURITY TRUSTEE

THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

FIRST PENN-PACIFIC LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

**SECURITY-CONNECTICUT LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**LINCOLN-SECURITY LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**NOTE PURCHASERS**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of SECURITY PACIFIC EQUIPMENT LEASING, INC., who acknowledged himself to be a duly authorized officer of SECURITY PACIFIC EQUIPMENT LEASING, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF Delaware )  
 ) SS:  
COUNTY OF New Castle )

On this, the 27<sup>th</sup> day of March, 1992, before me, a Notary Public in and for said County and State, personally appeared William B. Sowden III, the VICE PRESIDENT of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

Sonja F. Allen  
Name:  
Notary Public  
My Commission Expires:  
Residing in Delaware

SONJA F. ALLEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 30, 1992



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

# SCHEDULE 1

## SCHEDULE OF FIXED RENT

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

### RENT PAYMENT DATE

12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

EXHIBIT C  
(to Equipment Lease)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

## SCHEDULE 2

### SCHEDULE OF STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

EXHIBIT D  
(to Equipment Lease)

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### SCHEDULE 3

#### SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

SCHEDULE 2  
(to Lease Supplement No. 1)

SCHEDULE 2  
(to Lease Supplement No. 2)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

**SCHEDULE OF  
STIPULATED LOSS VALUE AND TERMINATION VALUE**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 (the "*Lease Supplement No. 3*") dated March 27, 1992 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5 ("*Lessor*"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("*Lessee*").

#### RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1991 (the "*Original Lease*") as supplemented by that certain Lease Supplement No. 1 dated November 25, 1991 (the "*Lease Supplement No. 1*") and further supplemented by that certain Lease Supplement No. 2 dated December 30, 1991 (the "*Lease Supplement No. 2*", the Original Lease as supplemented by the Lease Supplement No. 1 and Lease Supplement No. 2 is hereinafter referred to as the "*Lease*"). The terms defined in the Original Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### SECTION 1. AMENDMENT TO ORIGINAL LEASE.

*Section 1.1.* Exhibit C to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Exhibit C.

*Section 1.2.* Exhibit D to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 2 attached hereto in place of said Exhibit D.

#### SECTION 2. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

Schedule 2 to Lease Supplement No. 1 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

Counterpart No. 13 of 75.

**SECTION 3. AMENDMENTS TO LEASE SUPPLEMENT NO. 2.**

Schedule 2 to Lease Supplement No. 2 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

**SECTION 4. MISCELLANEOUS.**

*Section 4.1.* This Lease Supplement No. 3 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

*Section 4.2.* This Lease Supplement No. 3 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.

*Section 4.3.* This Lease Supplement No. 3 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, Lessor and Lessee have caused this instrument to be executed,  
all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an  
Indiana corporation

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

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee  
under Indiana Michigan Trust No. 91-5

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

The undersigned hereby consent and agree to the foregoing Lease Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING,  
INC.,

By Cheryl J. Emerson  
Its **CONTRACT ADMINISTRATOR  
OWNER PARTICIPANT**

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

By \_\_\_\_\_  
Its **SECURITY TRUSTEE**

THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

FIRST PENN-PACIFIC LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

**SECURITY-CONNECTICUT LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**LINCOLN-SECURITY LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

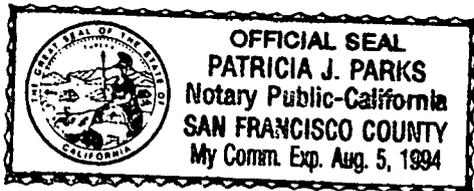
By \_\_\_\_\_  
Its

**NOTE PURCHASERS**

STATE OF California )  
 ) SS:  
COUNTY OF San Francisco )

On this, the 20th day of March, 1992, before me, a Notary Public in and for said County and State, personally appeared Cheryl J. Emerson, the Contract Administrator of SECURITY PACIFIC EQUIPMENT LEASING, INC., who acknowledged himself to be a duly authorized officer of SECURITY PACIFIC EQUIPMENT LEASING, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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



*Patricia J. Parks*

Name: Patricia J. Parks  
Notary Public  
My Commission Expires: August 5, 1994  
Residing in San Francisco, California

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

# SCHEDULE 1

## SCHEDULE OF FIXED RENT

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

### RENT PAYMENT DATE

12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

EXHIBIT C  
(to Equipment Lease)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

## SCHEDULE 2

### SCHEDULE OF STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

EXHIBIT D  
(to Equipment Lease)

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### SCHEDULE 3

#### SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

SCHEDULE 2  
(to Lease Supplement No. 1)

SCHEDULE 2  
(to Lease Supplement No. 2)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

SCHEDULE OF  
STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 (the "*Lease Supplement No. 3*") dated March 27, 1992 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5 ("*Lessor*"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("*Lessee*").

#### RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1991 (the "*Original Lease*") as supplemented by that certain Lease Supplement No. 1 dated November 25, 1991 (the "*Lease Supplement No. 1*") and further supplemented by that certain Lease Supplement No. 2 dated December 30, 1991 (the "*Lease Supplement No. 2*", the Original Lease as supplemented by the Lease Supplement No. 1 and Lease Supplement No. 2 is hereinafter referred to as the "*Lease*"). The terms defined in the Original Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### SECTION 1. AMENDMENT TO ORIGINAL LEASE.

*Section 1.1.* Exhibit C to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Exhibit C.

*Section 1.2.* Exhibit D to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 2 attached hereto in place of said Exhibit D.

#### SECTION 2. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

Schedule 2 to Lease Supplement No. 1 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

Counterpart No. 14 of 75.

**SECTION 3. AMENDMENTS TO LEASE SUPPLEMENT NO. 2.**

Schedule 2 to Lease Supplement No. 2 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

**SECTION 4. MISCELLANEOUS.**

*Section 4.1.* This Lease Supplement No. 3 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

*Section 4.2.* This Lease Supplement No. 3 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.

*Section 4.3.* This Lease Supplement No. 3 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, Lessor and Lessee have caused this instrument to be executed,  
all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an  
Indiana corporation

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

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee  
under Indiana Michigan Trust No. 91-5

By   
Its **Trust Officer**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF **CONNECTICUT** )  
 ) SS:  
COUNTY OF **HARTFORD** )

On this, the 27<sup>th</sup> day of March, 1992, before me, a Notary Public in and for said County and State, personally appeared W. R. MUNROE, the ~~Trust Officer~~ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

  
\_\_\_\_\_  
Name: **DAWN PICCOLI HEINTZ**  
Notary Public **NOTARY PUBLIC**  
My Commission Expires: **MY COMMISSION EXPIRES MARCH 31, 1992**  
Residing in PLANNVILLE, CT

The undersigned hereby consent and agree to the foregoing Lease Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING,  
INC.,

By \_\_\_\_\_

Its

OWNER PARTICIPANT

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

By \_\_\_\_\_

Its

SECURITY TRUSTEE

THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

By \_\_\_\_\_

Its

FIRST PENN-PACIFIC LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

By \_\_\_\_\_

Its

**SECURITY-CONNECTICUT LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**LINCOLN-SECURITY LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**NOTE PURCHASERS**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of SECURITY PACIFIC EQUIPMENT LEASING, INC., who acknowledged himself to be a duly authorized officer of SECURITY PACIFIC EQUIPMENT LEASING, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

# SCHEDULE 1

## SCHEDULE OF FIXED RENT

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

EXHIBIT C  
(to Equipment Lease)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

**SCHEDULE 2**

**SCHEDULE OF STIPULATED LOSS VALUE  
AND TERMINATION VALUE**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.23293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

**EXHIBIT D  
(to Equipment Lease)**

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### SCHEDULE 3

#### SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

SCHEDULE 2  
(to Lease Supplement No. 1)

SCHEDULE 2  
(to Lease Supplement No. 2)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

**SCHEDULE OF  
STIPULATED LOSS VALUE AND TERMINATION VALUE**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### LEASE SUPPLEMENT NO. 3

THIS LEASE SUPPLEMENT NO. 3 (the "*Lease Supplement No. 3*") dated March 27, 1992 is between THE CONNECTICUT NATIONAL BANK, not individually but solely as Owner Trustee under Indiana Michigan Power Trust No. 91-5 ("*Lessor*"), and INDIANA MICHIGAN POWER COMPANY, an Indiana corporation ("*Lessee*").

#### RECITALS:

A. Lessor and Lessee have heretofore entered into a Railcar Lease dated as of November 1, 1991 (the "*Original Lease*") as supplemented by that certain Lease Supplement No. 1 dated November 25, 1991 (the "*Lease Supplement No. 1*") and further supplemented by that certain Lease Supplement No. 2 dated December 30, 1991 (the "*Lease Supplement No. 2*", the Original Lease as supplemented by the Lease Supplement No. 1 and Lease Supplement No. 2 is hereinafter referred to as the "*Lease*"). The terms defined in the Original Lease shall have the same meanings when used herein.

B. Lessor and Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

C. All requirements of law have been fully complied with and all other acts and things necessary to make this Lease Supplement No. 3 a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

#### SECTION 1. AMENDMENT TO ORIGINAL LEASE.

*Section 1.1.* Exhibit C to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 1 attached hereto in place of said Exhibit C.

*Section 1.2.* Exhibit D to the Original Lease shall be and the same is hereby amended in its entirety by substituting Schedule 2 attached hereto in place of said Exhibit D.

#### SECTION 2. AMENDMENTS TO LEASE SUPPLEMENT NO. 1.

Schedule 2 to Lease Supplement No. 1 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

Counterpart No. 15 of 75.

**SECTION 3. AMENDMENTS TO LEASE SUPPLEMENT NO. 2.**

Schedule 2 to Lease Supplement No. 2 shall be and the same is hereby amended in its entirety by substituting Schedule 3 attached hereto in place of said Schedule 2.

**SECTION 4. MISCELLANEOUS.**

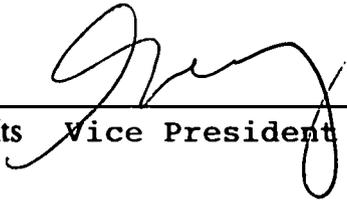
*Section 4.1.* This Lease Supplement No. 3 shall be construed in connection with and as part of the Lease, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

*Section 4.2.* This Lease Supplement No. 3 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.

*Section 4.3.* This Lease Supplement No. 3 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, Lessor and Lessee have caused this instrument to be executed,  
all as of the day and year first above written.

INDIANA MICHIGAN POWER COMPANY, an  
Indiana corporation

By  \_\_\_\_\_  
Its Vice President

THE CONNECTICUT NATIONAL BANK, not  
individually but solely as Owner Trustee  
under Indiana Michigan Trust No. 91-5

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

STATE OF OHIO )  
 ) SS:  
COUNTY OF FRANKLIN )

On this, the 27<sup>th</sup> day of March, 1992, before me, a Notary Public in and for said County and State, personally appeared G. P. MALONEY, the Vice President of INDIANA MICHIGAN POWER COMPANY, who acknowledged himself to be a duly authorized officer of INDIANA MICHIGAN POWER COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

Mary M. Soltesz  
Name: MARY M. SOLTESZ  
Notary Public  
My Commission Expires: 7-13-94  
Residing in Columbus, Ohio

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE CONNECTICUT NATIONAL BANK, who acknowledged himself to be a duly authorized officer of THE CONNECTICUT NATIONAL BANK, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

The undersigned hereby consent and agree to the foregoing Lease Supplement No. 3 as of the date first written above.

SECURITY PACIFIC EQUIPMENT LEASING,  
INC.,

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

OWNER PARTICIPANT

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

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

SECURITY TRUSTEE

THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

FIRST PENN-PACIFIC LIFE INSURANCE  
COMPANY

By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact

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

**SECURITY-CONNECTICUT LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**LINCOLN-SECURITY LIFE INSURANCE  
COMPANY**

**By: Lincoln National Investment Management  
Company, Its Attorney-in-Fact**

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

**NOTE PURCHASERS**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of SECURITY PACIFIC EQUIPMENT LEASING, INC., who acknowledged himself to be a duly authorized officer of SECURITY PACIFIC EQUIPMENT LEASING, INC., and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of WILMINGTON TRUST COMPANY, who acknowledged himself to be a duly authorized officer of WILMINGTON TRUST COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, who acknowledged himself to be a duly authorized officer of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

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

\_\_\_\_\_  
Name:  
Notary Public  
My Commission Expires:  
Residing in \_\_\_\_\_



# SCHEDULE 1

## SCHEDULE OF FIXED RENT

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

### RENT PAYMENT DATE

12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

EXHIBIT C  
(to Equipment Lease)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

## SCHEDULE 2

### SCHEDULE OF STIPULATED LOSS VALUE AND TERMINATION VALUE

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

EXHIBIT D  
(to Equipment Lease)

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000

### SCHEDULE 3

#### SCHEDULE OF FIXED RENT, STIPULATED LOSS VALUE AND TERMINATION VALUE RATE FACTORS

RENT PAYMENT DATE	RENT INSTALLMENT FOR THE ITEM OF EQUIPMENT EQUAL TO PURCHASE PRICE OF THE ITEM OF EQUIPMENT TIMES THE FOLLOWING FIXED RENT FACTOR
12/30/1991	0.00000000
3/30/1992	2.18321499
6/30/1992	2.18321499
9/30/1992	2.18321499
12/30/1992	2.18321499
3/30/1993	2.18321499
6/30/1993	2.18321499
9/30/1993	2.18321499
12/30/1993	2.18321499
3/30/1994	2.18321499
6/30/1994	2.18321499
9/30/1994	2.18321499
12/30/1994	2.18321499
3/30/1995	2.18321499
6/30/1995	2.18321499
9/30/1995	2.18321499
12/30/1995	2.18321499
3/30/1996	2.18321499
6/30/1996	2.18321499
9/30/1996	2.18321499
12/30/1996	2.18321499
3/30/1997	2.18321499
6/30/1997	2.18321499
9/30/1997	2.18321499
12/30/1997	2.18321499
3/30/1998	2.18321499
6/30/1998	2.18321499
9/30/1998	2.18321499
12/30/1998	2.18321499
3/30/1999	2.18321499
6/30/1999	2.18321499
9/30/1999	2.18321499
12/30/1999	2.18321499
3/30/2000	2.18321499
6/30/2000	2.18321499
9/30/2000	2.18321499
12/30/2000	2.18321499
3/30/2001	2.18321499
6/30/2001	2.18321499
9/30/2001	2.18321499
12/30/2001	2.18321499
3/30/2002	2.18321499
6/30/2002	2.18321499

SCHEDULE 2  
(to Lease Supplement No. 1)

SCHEDULE 2  
(to Lease Supplement No. 2)

RENT INSTALLMENT  
FOR THE ITEM OF EQUIPMENT EQUAL TO  
PURCHASE PRICE OF THE ITEM OF  
EQUIPMENT TIMES THE FOLLOWING  
FIXED RENT FACTOR

RENT  
PAYMENT DATE

9/30/2002	2.18321499
12/30/2002	2.18321499
3/30/2003	2.18321499
6/30/2003	2.18321499
9/30/2003	2.18321499
12/30/2003	2.18321499
3/30/2004	2.18321499
6/30/2004	2.18321499
9/30/2004	2.18321499
12/30/2004	2.18321499
3/30/2005	2.18321499
6/30/2005	2.18321499
9/30/2005	2.18321499
12/30/2005	2.18321499
3/30/2006	2.18321499
6/30/2006	2.18321499
9/30/2006	2.18321499
12/30/2006	2.18321499
3/30/2007	2.18321499
6/30/2007	2.18321499
9/30/2007	2.18321499
12/30/2007	2.18321499
3/30/2008	2.18321499
6/30/2008	2.18321499
9/30/2008	2.18321499
12/30/2008	2.18321499
3/30/2009	2.18321499
6/30/2009	2.18321499
9/30/2009	2.18321499
12/30/2009	2.18321499
3/30/2010	2.18321499
6/30/2010	2.18321499
9/30/2010	2.18321499
12/30/2010	2.18321499
3/30/2011	2.18321499
6/30/2011	2.18321499
9/30/2011	2.18321499
12/30/2011	2.18321499

**SCHEDULE OF  
STIPULATED LOSS VALUE AND TERMINATION VALUE**

RENT PAYMENT DATE	STIPULATED LOSS VALUE OR TERMINATION VALUE, AS A PERCENT OF THE PURCHASE PRICE OF THE ITEM OF EQUIPMENT (IN ADDITION TO FIXED RENT INSTALLMENT FOR SUCH ITEM OF EQUIPMENT DUE ON SUCH DATE
30 MAR 1992	102.15155579
30 JUN 1992	102.46778287
30 SEP 1992	102.70464086
30 DEC 1992	102.85269651
30 MAR 1993	102.90965595
30 JUN 1993	102.90354756
30 SEP 1993	102.83293452
30 DEC 1993	102.69624750
30 MAR 1994	102.49187832
30 JUN 1994	102.23906205
30 SEP 1994	101.93678297
30 DEC 1994	101.58393609
30 MAR 1995	101.17939171
30 JUN 1995	100.73698879
30 SEP 1995	100.25602970
30 DEC 1995	99.73575635
30 MAR 1996	99.17539664
30 JUN 1996	98.57454021
30 SEP 1996	97.93239836
30 DEC 1996	97.25158666
30 MAR 1997	96.54336892
30 JUN 1997	95.80745280
30 SEP 1997	95.04347914
30 DEC 1997	94.25108410
30 MAR 1998	93.42989911
30 JUN 1998	92.58755313
30 SEP 1998	91.72378240
30 DEC 1998	90.83830828
30 MAR 1999	89.93084850
30 JUN 1999	89.00916742
30 SEP 1999	88.07309049
30 DEC 1999	87.12242936
30 MAR 2000	86.15699319
30 JUN 2000	85.17654365
30 SEP 2000	84.18088419
30 DEC 2000	83.16981569
30 MAR 2001	82.14313643
30 JUN 2001	81.10059290
30 SEP 2001	80.04197730
30 DEC 2001	78.96707913

STIPULATED LOSS VALUE OR  
 TERMINATION VALUE, AS A  
 PERCENT OF THE PURCHASE PRICE  
 OF THE ITEM OF EQUIPMENT  
 (IN ADDITION TO FIXED RENT  
 INSTALLMENT FOR SUCH ITEM OF  
 EQUIPMENT DUE ON SUCH DATE)

RENT  
 PAYMENT DATE

30 MAR 2002	77.87568508
30 JUN 2002	76.76752549
30 SEP 2002	75.64238060
30 DEC 2002	74.49856030
30 MAR 2003	73.33660205
30 JUN 2003	72.15715696
30 SEP 2003	70.95998271
30 DEC 2003	69.74485341
30 MAR 2004	68.51154026
30 JUN 2004	67.26014835
30 SEP 2004	65.99060939
30 DEC 2004	64.70269216
30 MAR 2005	63.41097656
30 JUN 2005	62.09812150
30 SEP 2005	60.76696409
30 DEC 2005	59.41881895
30 MAR 2006	58.05348590
30 JUN 2006	56.68330530
30 SEP 2006	55.31385990
30 DEC 2006	53.94202235.
30 MAR 2007	52.56859775
30 JUN 2007	51.19431228
30 SEP 2007	49.82005428
30 DEC 2007	48.44675847
30 MAR 2008	47.07540741
30 JUN 2008	45.70685092
30 SEP 2008	44.34216693
30 DEC 2008	42.98248731
30 MAR 2009	41.62899936
30 JUN 2009	40.28274683
30 SEP 2009	38.94502782
30 DEC 2009	37.61720286
30 MAR 2010	36.30069663
30 JUN 2010	34.99678082
30 SEP 2010	33.70700863
30 DEC 2010	32.43300535
30 MAR 2011	31.17647038
30 JUN 2011	29.93781266
30 SEP 2011	28.62826003
30 DEC 2011	27.00000000