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January 16, 2008

RECORDATION NO. 27351-5 FILED

JAN 16 '08

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SURFACE TRANSPORTATION BOARD

Ms. Anne K. Quinlan, Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, DC 20423-0001

Re: **Synthetic Lease Financing of Railcars
Southwestern Electric Power Company - Lessee**

Dear Ms. Quinlan:

I am enclosing for recording pursuant to Section 11301 of Title 49 of the United States Code, two executed copies of the secondary document described below. As an attorney representing one of the parties in this transaction, I have knowledge of the matters described in this letter.

The secondary document is as follows:

Security Agreement Supplement No. 1, dated as of January 10, 2008 between the Security Trustee and the Debtor.

The document to which the Security Agreement Supplement No. 1 is connected is the Security Agreement-Trust Deed No. 1 dated as of January 10, 2008, covering the obligations of the Debtor relating to railroad rolling stock bearing the road numbers listed in the exhibit thereto, which is being submitted for recording concurrently herewith.

The names and addresses of the parties to the enclosed document are as follows:

SECURITY AGREEMENT SUPPLEMENT NO. 1

Security Trustee: **Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001**

EXHIBIT A

458 Johnstown America built 4,520 cubic foot Aluminum Bethgon II Coalporters bearing numbers COEH 6101 through COEH 6562 and COEH 699132 through COEH 699151 excepting the following:

COEH 006206	COEH 006525
COEH 006501	COEH 006526
COEH 006502	COEH 006527
COEH 006516	COEH 006528
COEH 006518	COEH 006529
COEH 006519	COEH 006531
COEH 006515	COEH 006536
COEH 006520	COEH 006537
COEH 006521	COEH 006538
COEH 006522	COEH 006539
COEH 006523	COEH 006542
COEH 006524	COEH 006543

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SECURITY AGREEMENT SUPPLEMENT No. 1**SURFACE TRANSPORTATION BOARD**

SECURITY AGREEMENT SUPPLEMENT No. 1, dated January 10, 2008, between BTMU CAPITAL CORPORATION (f/k/a BTM CAPITAL CORPORATION), a Delaware corporation (the "Debtor"), and WILMINGTON TRUST COMPANY, a Delaware banking corporation, as security trustee (acting not in its individual capacity but solely as trustee, the "Security Trustee") under the Security Agreement-Trust Deed No. 1 dated as of January 10, 2008, from the Debtor to the Security Trustee (the "Security Agreement").

WITNESSETH:

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

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

- (a) all the Items of property and equipment described in **Schedule A** annexed hereto;
- (b) all accessories, equipment, parts and appurtenances appertaining or attached to any Items of property and equipment described in said **Schedule A**, whether now owned or hereafter acquired, except such thereof as remain the property of the Lessee under the Lease, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to the Equipment, except such thereof as remain the property of the Lessee under the Lease; and
- (c) all rents, issues, income, profits and proceeds arising from or in connection with any of the foregoing.

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

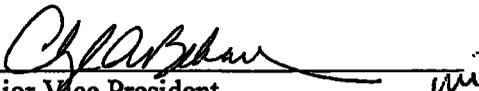
This Supplement shall be construed as supplemental to the Security Agreement and shall form a part of it and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

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

This Supplement shall in all respects be governed by, and construed in accordance with, the laws of the State of Ohio (without regard to the conflict of laws provisions of such state), including all matters of construction, validity and performance.

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

BTMU CAPITAL CORPORATION (f/k/a BTM
CAPITAL CORPORATION)

By 
Its Senior Vice President *mi*
DEBTOR

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

By
Its Authorized Officer
SECURITY TRUSTEE

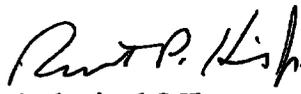
IN WITNESS WHEREOF, the Debtor and the Security Trustee have caused this Supplement to be executed, as of the day and year first above written.

BTMU CAPITAL CORPORATION (f/k/a BTM
CAPITAL CORPORATION)

By
Its

DEBTOR

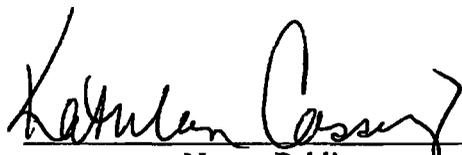
WILMINGTON TRUST COMPANY, not in its
individual capacity but solely as Security
Trustee

By 
Its Authorized Officer

SECURITY TRUSTEE

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this 10th day of January, 2008, before me personally appeared Cheryl A. Behan, to me personally known, who being by me duly sworn, says that she is a Senior Vice President of BTMU CAPITAL CORPORATION (f/k/a BTM CAPITAL CORPORATION), that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

(SEAL)

My commission expires August 21, 2009

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public

(SEAL)

My commission expires: _____

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this _____ day of _____, _____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is a _____ of BTMU CAPITAL CORPORATION (f/k/a BTM CAPITAL CORPORATION), that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

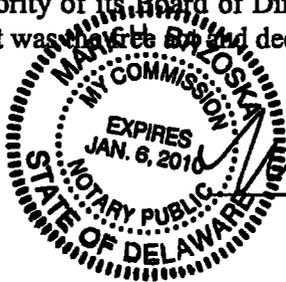
Notary Public

(SEAL)

My commission expires _____

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

On this 15th day of December, 2007, before me personally appeared, Robert P. Hines, Jr., to me personally known, who being by me duly sworn, says that he is a Assistant V.P. of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution and foregoing instrument was the free act and deed of said corporation.



Mark H. Brzoska
Notary Public

MARK H. BRZOSKA
Notary Public - State of Delaware
My Comm. Expires Jan. 6, 2010

(SEAL)

My commission expires: _____

DESCRIPTION OF EQUIPMENT

458 Johnstown America built 4,520 cubic foot Aluminum Bethgon II Coalporters, as more specifically described in the Lease and Security Agreement Supplement delivered at the Effective Time bearing numbers COEH 6101 through COEH 6562 and COEH 699132 through COEH 699151 excepting the following:

COEH	006206	COEH	006525
COEH	006501	COEH	006526
COEH	006502	COEH	006527
COEH	006516	COEH	006528
COEH	006518	COEH	006529
COEH	006519	COEH	006531
COEH	006515	COEH	006536
COEH	006520	COEH	006537
COEH	006521	COEH	006538
COEH	006522	COEH	006539
COEH	006523	COEH	006542
COEH	006524	COEH	006543

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/16/08



Robert W. Alvord