

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

June 18, 1999

RECORDATION NO. **22180-C, D** FILED

JUN 18 '99

1-15 PM

John
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Supplement No. 2 and Acceptance Notice, both dated as of June 18, 1999, and both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Equipment Lease Agreement which was previously filed with the Board under Recordation Number 22180.

The names and addresses of the parties to the enclosed documents are:

Lessor: First Security Bank
79 South Main Street
Salt Lake City, Utah 84111

Lessee: Alabama Power Company
600 North 18th Street
Birmingham, Alabama 35203

A description of the railroad equipment covered by the enclosed documents is:

set forth on Schedule I attached hereto

Mr. Vernon A. Williams
June 18, 1999
Page 2

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SCHEDULE I

JHMX 991501 through JHMX 991560

JHMX 991201 through JHMX 991320

RECORDATION NO. 22180-D FILED

ACCEPTANCE NOTICE

JUN 18 '99

1-15PM

Acceptance Date: June 18, 1999

This Acceptance Notice is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of June 4, 1999 between the undersigned as the Lessor and the Lessee (herein, as amended and supplemented from time to time, called the "Lease") and Lease Supplement No. 2, dated as of June 18, 1999.

The Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described on Schedule 1 attached hereto has been selected by, delivered to, and inspected by, the Lessee, and (ii) the Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item; and (b) accepts each such Item for lease under the Lease as of the date hereof.

The Lessor and the Lessee hereby agree that each Item of Equipment described on Schedule 1 attached hereto is hereby leased by the Lessee from the Lessor under and subject to all of the terms, conditions and provisions of the Lease and Lease Supplement No. 2; that the Term with respect to each such Item commences on the date hereof and that such date is the "Acceptance Date" thereof; and that Equipment Cost for all Items of Equipment covered by this Acceptance Notice is as set forth below.

Total Number of Items of Equipment listed on Schedule 1 hereto: 180

The total Equipment Cost of the Equipment delivered hereunder and listed in Schedule 1 hereto is \$11,668,172.40.

The Applicable Rate hereunder is 7.36%.

The Interim Rent shall be: _____

The Lessee hereby agrees to pay the Interim Rent and the Basic Rent for all Items of Equipment covered by this Acceptance Notice in the amounts and at the times specified in Lease Supplement No. 2, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 20 of the Lease and in any related certificate delivered to the Lessor are true and correct on the date hereof.

All capitalized terms used herein which are not defined herein shall have the meaning given to such terms in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Acceptance Notice to be duly executed by their duly authorized representatives as of the 18th day of June, 1999.

Lessee:

ALABAMA POWER COMPANY

Attest:

By: Patsy B. Southerland
Name: PATSY B. SOUTHERLAND
Title: ASST. SECRETARY

By: William B. Hutchins, III
Name: William B. Hutchins, III
Title: Executive Vice President, Chief
Financial Officer & Treasurer

(Corporate Seal)

Lessor:

FIRST SECURITY BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee, as the Lessor

Attest:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Corporate Seal)

STATE OF ALABAMA

COUNTY OF Jefferson, ss:

On this 16th day of June, 1999, before me personally appeared William B. Hutchins, III, to me personally known, who being by me duly sworn, says he is the Executive Vice President, Chief Financial Officer & Treasurer of **ALABAMA POWER COMPANY**, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carla H. Shorts
Notary Public

[NOTARIAL SEAL]

My Commission Expires: June 6, 2001

IN WITNESS WHEREOF, the parties hereto have caused this Acceptance Notice to be duly executed by their duly authorized representatives as of the 18th day of June, 1999.

Lessee:

Attest:

ALABAMA POWER COMPANY

By: _____

By: _____

Name: _____

Name: William B. Hutchins, III

Title: _____

Title: Executive Vice President, Chief
Financial Officer & Treasurer

(Corporate Seal)

Lessor:

Attest:

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not in its individual
capacity but solely as Owner Trustee, as
the Lessor

By: _____

By:  _____

Name: Greg A. Hawley

Name: Brett R. King

Title: Vice President

Title: Assistant Vice President

(Corporate Seal)



STATE OF ALABAMA

COUNTY OF _____, ss:

On this ___ day of _____, 1999, before me personally appeared William B. Hutchins, III, to me personally known, who being by me duly sworn, says he is the Executive Vice President, Chief Financial Officer & Treasurer of **ALABAMA POWER COMPANY**, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

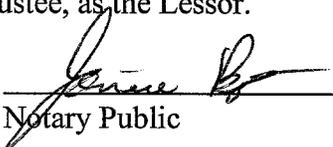
Notary Public

My Commission Expires: _____

STATE OF UTAH

COUNTY OF SALT LAKE, ss:

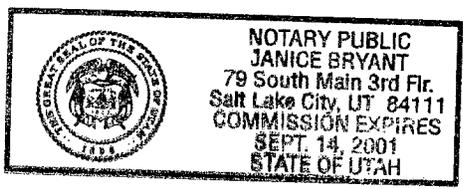
On this ___ day of _____, 1999, before me personally appeared BRETT R. KING, to me personally known, who being by me duly sworn, says [s]he is the _____ of **FIRST SECURITY BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee, as the Lessor**, that the seal affixed to the foregoing instrument is the corporate seal of said national association, that said instrument was signed and sealed on behalf of said national association by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said national association, not in its individual capacity but solely as Owner Trustee, as the Lessor.



Notary Public

[NOTARIAL SEAL]

My Commission Expires: _____



SCHEDULE 1

<u>Car Numbers</u>	<u># of Cars</u>	<u>Cost per car</u>	<u>Additional Cost for Brakes per Car</u>	<u>Total Cost</u>
JHMX 991501-991560	60	\$61,719.18	\$3,000	\$ 3,883,150.80
JHMX 991201-991320	<u>120</u>	\$61,875.18	\$3,000	<u>\$ 7,785,021.60</u>
	<u>180</u>			<u>\$11,668,172.40</u>