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OF COUNSEL
URBAN A. LESTER

March 24, 1999

RECORDATION NO. 22079, A, B FILED

MAR 24 '99

1-30PM

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

Dear Mr. Williams:

Part
Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Equipment Leasing Agreement, dated as of March 19, 1999, a primary document as defined in the Board's Rules for the Recordation of Documents, and two (2) copies of each of the following secondary documents related thereto: Lease Supplement No. 1 and Acceptance Notice.

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:

480 railcars bearing reporting marks and road numbers JHMX 99001 through JHMX 99480

Mr. Vernon A. Williams
March 24, 1999
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Also enclosed is a check in the amount of \$78.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

ACCEPTANCE NOTICE

RECORDATION NO. 22079-B FILED

MAR 24 '99

1-30PM

Acceptance Date: March 19, 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 March 19, 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. 1, dated as of March 19, 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. 1; 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: 480

The total Equipment Cost of the Equipment delivered hereunder and listed in Schedule 1 hereto is \$31,209,206.40

The Applicable Rate hereunder is 6.66 %.

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. 1, 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 this 19th day of MARCH, 1999.

Lessee:

ALABAMA POWER COMPANY

Attest:

By: [Signature]
Name: WILLIAM E. ZALES, JR.
Title: ASST. SECRETARY +
ASST. TREASURER

By: [Signature]
Name: WILLIAM B. HUTCHINS, III
Title: EXEC. V. P.

(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 19th day of March, 1999, before me personally appeared W.B. Hutchins, to me personally known, who being by me duly sworn, says [s]he is the Exec. V. P. 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 [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11-25-2000

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

Lessee:

Attest:

ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(Corporate Seal)

Lessor:

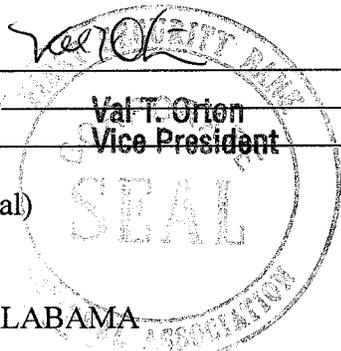
Attest:

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

By: _____
Name: **Val T. Orion**
Title: **Vice President**

By: _____
Name: **Brett R. King**
Title: **Assistant Vice President**

(Corporate Seal)



STATE OF ALABAMA

COUNTY OF _____, ss:

On this ___ day of _____, 1999, before me personally appeared _____, to me personally known, who being by me duly sworn, says [s]he is the _____ 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 [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

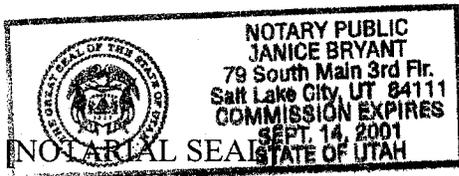
Notary Public

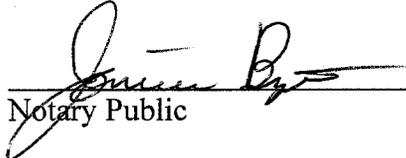
My Commission Expires: _____

STATE OF Utah

COUNTY OF _____, ss:
Salt Lake

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 ~~Assistant Vice President~~ 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

My Commission Expires: _____

SCHEDULE 1

TRINITY MANUFACTURING

<u>APPROX DEL DATE</u>	<u># OF CARS</u>	<u>BRAKES</u>	<u>CARS</u>	<u>TOTAL COST</u>	<u>PROPOSED LEASE SUPPLEMENT SCHEDULE</u>
[#] CARS 16-Feb 99001-99120	120		\$ 65,019.18	\$ 7,802,301.60	
240 19-Feb 99121-99240	120		\$ 65,019.18	\$ 7,802,301.60	\$ 15,604,603.20
360 3-Mar 99241-99360	120		\$ 65,019.18	\$ 7,802,301.60	\$ 23,406,904.80
480 11-Mar 99361-99480	120		\$ 65,019.18	\$ 7,802,301.60	\$ 31,209,206.40