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April 22, 1999

RECORDATION NO. **22079-D** FILED

APR 26 '99

12-10RM
TS

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

Dear Mr. Williams:

W.A.
Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Amendment to Equipment Leasing Agreement, dated as of April 15, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Leasing Agreement previously filed with the Board under Recordation Number 22079.

The names and addresses of the parties to the enclosed document 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 document is:
contained in the Equipment Leasing Agreement previously filed therein

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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/bg
Enclosures

APR 26 '99

12-10 PM
TS

AMENDMENT TO EQUIPMENT LEASING AGREEMENT

This Amendment to Equipment Leasing Agreement (this "Amendment") is being entered into as of the 15th day of April, 1999, by and between **FIRST SECURITY BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee**, as the Lessor ("Lessor"), and **ALABAMA POWER COMPANY**, as the Lessee ("Lessee").

WHEREAS, on March 19, 1999, Lessor and Lessee executed that certain Equipment Leasing Agreement (the "Lease") between Lessor and Lessee.

WHEREAS, Lessor and Lessee have agreed that the Lease shall be modified and amended as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises, the mutual agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Amendment of Lease**. The Lease shall be, and the same hereby is, amended as follows:

- (i) Section 27(b) of the Lease shall be and hereby is amended by adding the following before the last sentence of said Section 27(b):

"In the event the Equipment is not sold on or before the Termination Date and Lessee has not exercised its purchase option(s) under Section 27(a) above, Lessee shall return such Item(s) of Equipment to Lessor on the Termination Date in accordance with the provisions of Section 6 hereof, and pay to Lessor the Maximum Lessee Risk Amount on the Termination Date plus (y) the Basic Rent payable for such Items of Equipment on the Termination Date plus (z) any other Supplemental Payments payable to the Lessor hereunder with respect to such Item(s) on the Termination Date as an adjustment to Basic Rent for such Item(s) and Lessor shall use reasonable efforts to sell such Equipment provided Lessor shall have no obligation to sell the Equipment if the Net Proceeds of Sale Lessor would receive upon such a sale would be less than the Maximum Lessor Risk Amount for such Item(s) as of the Termination Date. If the amount Lessor receives upon such a sale of the Equipment (less the out-of-pocket costs and sales taxes incurred by Lessor in connection with such a sale) exceeds the Maximum Lessor Risk Amount for such Item(s) as of the Termination Date, Lessor shall pay such excess to Lessee as an adjustment to Basic Rent for such Item(s). If such sale takes place on the Termination Date, the two (2) preceding sentences shall not apply."; and

- (ii) Exhibit E to the Lease shall be deleted in its entirety and Exhibit E hereto shall be substituted in place thereof.

2. **Effect on Lease**. Except as is expressly modified hereby, the Lease shall remain in full force and effect in accordance with its terms.

[Signatures and notaries are on attached pages.]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered as of the date first set forth above.

Lessee:

Attest:

ALABAMA POWER COMPANY

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

By: Banks H. Farris
Name: BANKS H. FARRIS
Title: EXECUTIVE VICE PRESIDENT

(Corporate Seal)

Lessor:

Attest:

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

By: Carl J. Mathis
Name: Carl J. Mathis
Title: Trust Administrator

By: Val T. Orton
Name: Val T. Orton
Title: Vice President

(Corporate Seal)



STATE OF ALABAMA
COUNTY OF Jefferson, ss:

On this 14th day of April, 1999, before me personally appeared Banks H. Farris, to me personally known, who being by me duly sworn, says [s]he is the EVP 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.

Kimberly S. Shift
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 11-25-2000

STATE OF Utah
COUNTY OF Salt Lake ss:

On this 20th day of APRIL, 1999, before me personally appeared Val T. Orton, to me personally known, who being by me duly sworn, says [s]he is the 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

[NOTARIAL SEAL]

My Commission Expires: _____

