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OF COUNSEL
URBAN A. LESTER

April 30, 1999

RECORDATION NO. **22079-E, F** FILED

APR 30 '99 1-15 PM

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 an Acceptance Notice, dated April 30, 1999, and two (2) copies of a Restated Lease Supplement, dated as of April 30, 1999, both secondary documents as defined in the Board's Rules for the Recordation of Documents.

The enclosed documents relate to the Equipment Leasing Agreement previously filed under Recordation Number 22079.

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:

the last delivery of railcars is set forth on Schedule I to the Acceptance Notice; the total railroad equipment consisting of 960 railcars is set forth on Schedule II to the Restated Lease Supplement.

Mr. Vernon A. Williams
April 30, 1999
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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 one stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

RESTATED LEASE SUPPLEMENT

RECORDATION NO. 22079-F FILED

APR 30 '99

1-15 PM

(This is counterpart no. 4 of five serially numbered manually executed counterparts)

This Restated Lease Supplement 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").

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

1. Description and Quantity of Items of Equipment covered by this Restated Lease Supplement: 960 railcars delivered between February 16, 1999, and April 30, 1999, described and also identified by identification number on Schedule 1 hereto.
2. Equipment Cost: The aggregate Equipment Cost for all Items of Equipment delivered pursuant to this Restated Lease Supplement shall be the sum of the aggregate Equipment Cost stated in Schedule II to this Restated Lease Supplement.
3. Basic Term: Seven years, commencing on the Basic Term Commencement Date.
4. Basic Rent: Basic Rent for each Item of Equipment shall be determined based on the Applicable Rate in effect two (2) Business Days prior to the Basic Term Commencement Date and shall be equal to the relevant Interest Component plus the Principal Component for such Item of Equipment, such components to be determined by dividing (x) such components for all Items of Equipment, as set forth on Schedule III of this Restated Lease Supplement, by (y) the total number of Items of Equipment covered by this Restated Lease Supplement. The Basic Rent shall be payable in semi-annual installments during the Basic Term on the Rent Payment Dates, as set forth on Schedule III of this Restated Lease Supplement.
7. Basic Term Commencement Date shall be April 30, 1999 .
8. Casualty Loss Values: For any date, the amount determined by multiplying the Equipment Cost of the relevant Item of Equipment by the percentage set forth opposite each Casualty Loss Value Payment Date as set forth on Schedule I to this Restated Lease Supplement.

Casualty Loss Values for each Rent Payment Date during the Basic Term shall be determined two Business Days before the Basic Term Commencement Date using the same factors used to establish Basic Rent and will be stated in Schedule I to this Restated Lease Supplement.

9.	<u>Certain Values:</u>	Maximum Lessee Risk Percentage:*	Maximum Lessor Risk Percentage:*	End-of-Term Purchase Option Amount:*
	<u>Expiration of:</u>			
	Basic Term	51.50%	18.50%	70%

*Expressed as a percentage of the Equipment Cost of each Item of Equipment

10. Restated Lease Supplement. Upon its delivery, this Restated Lease Supplement shall supersede and replace Lease Supplement No. 1 and each of the Acceptance Notices delivered thereunder and shall be the "Lease Supplement" for all purposes of the Lease.

The Lessor shall make such filings under Section 3 of the Lease as it shall reasonably determine are necessary or prudent of or with respect to this Restated Lease Supplement.

13. **THIS RESTATED LEASE SUPPLEMENT AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE LEASE.**

14. **THIS RESTATED LEASE SUPPLEMENT ALONG WITH A CERTIFIED COPY OF THE LEASE SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. NO SECURITY INTEREST IN THE LEASE MAY BE CREATED THROUGH THE TRANSFER OF POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1 OF THIS RESTATED LEASE SUPPLEMENT.**

IN WITNESS WHEREOF, the parties hereto have caused this Restated Lease Supplement to be duly executed by their duly authorized representatives as of the 30th day of April, 1999.

Lessee:

ALABAMA POWER COMPANY

Attest:

By: *William E. Zales, Jr.*
Name: William E. Zales, Jr.
Title: VP, Corporate Secretary
(Corporate Seal) Assistant Treasurer

By: *William B. Hutchins, III*
Name: William B. Hutchins, III
Title: Executive Vice President,
CFO & Treasurer

Lessor:

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

Attest:

By: _____
Name: _____
Title: _____
(Corporate Seal)

By: _____
Name: _____
Title: _____

THIS IS COUNTERPART NO. 4 OF FIVE (5) SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE OF ALABAMA

COUNTY OF JEFFERSON, ss:

On this 29th day of April, 1999, before me personally appeared William B. Hutchins III to me personally known, who being by me duly sworn, says that [s]he is the EVP, CFO + TREAS. 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.

Patricia B. Southerland
Notary Public

[NOTARIAL SEAL]

My commission expires: 1/26/2002

IN WITNESS WHEREOF, the parties hereto have caused this Restated Lease Supplement to be duly executed by their duly authorized representatives as of the 30th day of April, 1999.

Lessee:

Attest:

ALABAMA POWER COMPANY

By: _____
Name: _____
Title: _____
(Corporate Seal)

By: _____
Name: _____
Title: _____



Attest:

Lessor:

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

By: Nancy M. Dahl
Name: Nancy M. Dahl
Title: Vice President
(Corporate Seal)

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

THIS IS COUNTERPART NO. ___ OF FIVE (5) SERIALLY NUMBERED MANUALLY EXECUTED COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS DOCUMENT CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS DOCUMENT MAY BE PERFECTED THROUGH THE POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

STATE OF ALABAMA

COUNTY OF _____, ss:

On this ___ day of _____, _____, before me personally appeared _____, to me personally known, who being by me duly sworn, says that [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.

Notary Public

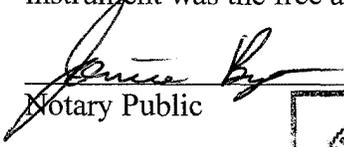
[NOTARIAL SEAL]

My commission expires: _____

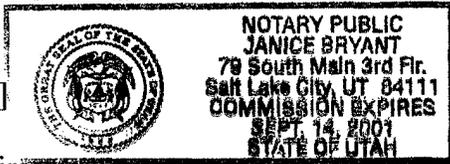
STATE OF UTAH

COUNTY SALT LAKE, ss:

On this 29th day of APRIL, 1999, before me personally appeared BRETT R. KING, to me personally known, who being by me duly sworn, says that [s]he is the 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 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.


Notary Public

[NOTARIAL SEAL]



My commission expires: _____

SCHEDULE 1 TO RESTATED LEASE SUPPLEMENT

TOTAL # OF CARS	APPROX. DELIVERY DATE	REPORTING #S	RUNNING NOS.	# OF CARS BRAKES	CARS	TOTAL COST PER APPROX. DELIVERY DATE	COST PER CAR
120	FEB. 16	JHMX	99001-99120	120	\$ 65,019.18	\$ 7,802,301.60	\$ 65,019.18
240	FEB. 19	JHMX	99121-99240	120	\$ 65,019.18	\$ 7,802,301.60	\$ 65,019.18
360	MAR. 3	JHMX	99241-99360	120	\$ 66,019.18	\$ 7,902,301.60	\$ 66,019.18
480	MAR. 11	JHMX	99361-99480	120	\$ 65,019.18	\$ 7,802,301.60	\$ 65,019.18
540	MAR. 22	JHMX	991321-991380	60 \$ 3,000.00	\$ 61,719.18	\$ 3,883,150.80	\$ 64,719.18
660	MAR. 24	JHMX	99481-99600	120 \$ 3,000.00	\$ 61,719.18	\$ 7,766,301.60	\$ 64,719.18
780	MAR. 31	JHMX	99601-99720	120 \$ 3,000.00	\$ 61,719.18	\$ 7,766,301.60	\$ 64,719.18
840	APR. 12	JHMX	991381-991440	60 \$ 3,000.00	\$ 61,719.18	\$ 3,883,150.80	\$ 64,719.18
960	APR. 15	JHMX	99721-99840	120 \$ 3,000.00	\$ 61,875.15	\$ 7,785,021.80	\$ 64,875.18

SUMMARY

JHMX 99001-99840	840
JHMX 991321 - 991440	120
TOTAL # OF CARS	960

**TOTAL COST OF ALL CARS SUBJECT TO THIS SCHEDULE 1
TO RESTATED LEASE SUPPLEMENT**

\$ 62,293,132.80

SCHEDULE I
TO RESTATED LEASE SUPPLEMENT

Casualty Loss Values

<u>Percentage</u>	<u>Casualty Loss Value Payment Date</u>
100%	October 30, 1999
97.8	April 30, 2000
95.6	October 30, 2000
93.5	April 30, 2001
91.3	October 30, 2001
89.2	April 30, 2002
87.0	October 30, 2002
84.9	April 30, 2003
82.8	October 30, 2003
80.6	April 30, 2004
78.5	October 30, 2004
76.3	April 30, 2005
74.2	October 30, 2005
72.0	April 30, 2006

SCHEDULE II TO
RESTATED LEASE SUPPLEMENT

Equipment Costs

JHMX 99001 - 99720	720
JHMX 991321 - 991440	120
JHMX 99721-99840	<u>120</u>
	<u>960 cars</u>
TOTAL COST	<u>\$62,293,132.80</u>

SCHEDULE III

TO RESTATED LEASE SUPPLEMENT

<u>RENT PAYMENT</u> <u>DATE</u>	<u>BASIC RENT</u>	<u>INTEREST COMPONENT</u>	<u>PRINCIPAL COMPONENT</u>	<u>UNAMORTIZED LEASE BALANCE AFTER PMT HAS BEEN MADE</u>
30-Oct-99	\$ 3,393,640.88	\$ 2,058,788.04	\$ 1,334,852.84	\$ 60,958,279.96
30-Apr-00	\$ 3,348,524.00	\$ 2,014,671.15	\$ 1,334,852.85	\$ 59,623,427.11
30-Oct-00	\$ 3,305,407.11	\$ 1,970,554.27	\$ 1,334,852.85	\$ 58,288,574.26
30-Apr-01	\$ 3,261,290.23	\$ 1,926,437.38	\$ 1,334,852.85	\$ 56,953,721.42
30-Oct-01	\$ 3,217,173.34	\$ 1,882,320.49	\$ 1,334,852.85	\$ 55,618,868.57
30-Apr-02	\$ 3,173,056.45	\$ 1,838,203.61	\$ 1,334,852.85	\$ 54,284,015.73
30-Oct-02	\$ 3,128,939.57	\$ 1,794,086.72	\$ 1,334,852.85	\$ 52,949,162.88
30-Apr-03	\$ 3,084,822.68	\$ 1,749,969.83	\$ 1,334,852.85	\$ 51,614,310.03
30-Oct-03	\$ 3,040,705.79	\$ 1,705,852.95	\$ 1,334,852.85	\$ 50,279,457.18
30-Apr-04	\$ 2,996,588.91	\$ 1,661,736.06	\$ 1,334,852.85	\$ 48,944,604.34
30-Oct-04	\$ 2,952,472.02	\$ 1,617,619.17	\$ 1,334,852.85	\$ 47,609,751.50
30-Apr-05	\$ 2,908,355.13	\$ 1,573,502.29	\$ 1,334,852.85	\$ 46,274,898.65
30-Oct-05	\$ 2,864,238.25	\$ 1,529,385.40	\$ 1,334,852.85	\$ 44,940,045.81
30-Apr-06	\$ 2,820,121.36	\$ 1,485,268.51	\$ 1,334,852.85	\$ 43,605,192.96