



Arkansas Power & Light Company
425 West Capitol
P. O. Box 551
Little Rock, Arkansas 72203
Tel 501 377 4000

8100656030

42.00

19471-A

June 16, 1995

Office of the Secretary
Interstate Commerce Commission
Office of Recordation
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: Secretary

RECEIVED
OFFICE OF THE
SECRETARY
JUN 16 12 09 PM '95
LICENSING BRANCH

Dear Secretary:

In accordance with the provisions of Section 11303 of Title 49 of the U.S. Code, and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder ("Rules and Regulations"), enclosed herewith for filing and recordation are two executed and acknowledged originals of a Lease Supplement No. 1 (the "Lease Supplement No. 1").

The Lease Supplement No. 1 is a secondary document as defined in the Rules and Regulations, and relates to an Equipment Leasing Agreement, a primary document, dated as of June 16, 1995, between Shawmut Bank, Connecticut, N.A., as Owner Trustee, as lessor, and Arkansas Power & Light Company, as lessee, which is being filed concurrently with the ICC.

The names and addresses of the parties to the Lease Supplement No. 1 are as follows:

Lessor: Shawmut Bank, Connecticut, N.A.,
as Owner Trustee,
777 Main Street
M.S.N. 238
Hartford, Connecticut 06115

Lessee: Arkansas Power & Light Company
425 West Capitol Avenue
Little Rock, Arkansas 72201

06/12/95/908YDF/00240/178/LETTER/170840.1

Counterpart to June 9, 1995

A description of the railroad equipment covered by the Master Lease Agreement is as follows: Two thousand, two hundred and eighty-nine (2,289) aluminum-sided rotary dump gondola "coalporter" railcars bearing identification numbers ETRX 750001-751440, inclusive, ETRX 850001-850849, inclusive, A.A.R. car type J311.

A filing fee of \$21.00 is enclosed to cover the required recordation fee, as set forth in 49 C.F.R. 1002.2(f)(84). Please return the duplicate copy of this letter and the original copy of the enclosed document not needed by the Commission for recordation to the bearer of this letter.

A short summary of the Lease Supplement No. 1 to appear in the index follows:

Lease Supplement No. 1 dated as of June 16, 1995, between Shawmut Bank, Connecticut, N.A., as Owner Trustee, as lessor, 777 Main Street, M.S.N. 238, Hartford, Connecticut 06115, and Arkansas Power & Light Company, 425 West Capitol Avenue, Little Rock, Arkansas, 72201, covering 230 aluminum-sided rotary dump gondola "coalporter" railcars bearing identification numbers ETRX 750001-750151 Inclusive, 750153-750176 Inclusive, 750178-750207 Inclusive, 751326-751349 Inclusive, 751351 Inclusive, A.A.R. car type J311.

June 16 , 1995

Very truly yours,

Arkansas Power & Light Company

By:


William J. Regan, Jr.
Vice President and Treasurer

Enclosures

19471-A

LEASE SUPPLEMENT NO. 1

This 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 June 16, 1995 between the undersigned Lessor and Lessee (herein, as amended and supplemented from time to time, called the "Lease").

Lessee hereby (a) acknowledges and certifies that (i) each Item of Equipment described below or on any Schedule attached hereto has been selected by, delivered to, and inspected by, Lessee, (ii) Lessee has reviewed and approved the purchase order, supply contract or purchase agreement covering each such Item, and (iii) that as between Lessor and Lessee, each such Item is of a size, design, capacity and manufacture acceptable to and suitable for and is in good working order, repair and condition; and (b) unconditionally and irrevocably accepts each such Item for lease under the Lease of the date hereof.

Lessor and Lessee hereby agree that each Item of Equipment described below or on any Schedule attached hereto is hereby leased from Lessor to Lessee under and subject to all of the terms, conditions and provisions of the Lease; 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 Acquisition Cost for all Items of Equipment covered by this Lease Supplement is as set forth below.

Lessee hereby agrees to pay the Rent for all Items of Equipment covered by this Lease Supplement in the amounts and at the times specified below, reaffirms its acknowledgments and agreements in Section 8 of the Lease and certifies that its representations and warranties set forth in Section 21 of the Lease and in any related certificate delivered to 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.

1. Description of Item(s) of Equipment: Johnstown America Corporation Aluminum-Sided Rotary Dump Gondola Railcars
2. Quantity:
As set forth on Schedule 1 hereto
3. A.A.R. Mechanical Designation:
GT
4. Reporting Marks and Car Nos.:
As set forth on Schedule 1 hereto
5. Acquisition Cost for each such Item of Equipment:
\$53,192.79
6. Interim Term: commencing on date hereof and ending on October 19, 1995.
7. Basic Term Commencement Date: October 20, 1995
8. Basic Term: twelve (12) months, commencing on Basic Term Commencement Date and ending on October 19, 1996.
9. Renewal Term(s): six (6) Renewal Term(s) of twelve (12) months each.

10. Certain Values:

<u>Expiration of:</u>	Estimated Residual Value <u>Percentage:*</u>	Maximum Lessee Risk <u>Percentage:*</u>	Maximum Lessor Risk <u>Percentage:*</u>
Basic Term	94.000000	83.231861	10.768139
Renewal Term 1 (if any)	88.000000	77.894959	10.105041
Renewal Term 2 (if any)	82.000000	72.540097	9.459903
Renewal Term 3 (if any)	76.000000	67.185236	8.814764
Renewal Term 4 (if any)	70.000000	61.816791	8.183209
Renewal Term 5 (if any)	64.000000	56.475513	7.524487
Renewal Term 6 (if any)	58.000000	51.120651	6.879349

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

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>	
BethGon Coalporter Car	230	ETRX	750001 - 750151	Inclusive
			750153 - 750176	Inclusive
			750178 - 750207	Inclusive
			751326 - 751349	Inclusive
			751351	Inclusive

SCHEDULE OF CASUALTY LOSS VALUES TO
LEASE SUPPLEMENT NO. 1

<u>Percentage</u>	<u>Casualty Loss Value</u> <u>Payment Date</u>
100.000000	10/20/95
98.500000	1/20/96
97.000000	4/20/96
95.500000	7/20/96
94.000000	10/20/96
92.500000	1/20/97
91.000000	4/20/97
89.500000	7/20/97
88.000000	10/20/97
86.500000	1/20/98
85.000000	4/20/98
83.500000	7/20/98
82.000000	10/20/98
80.500000	1/20/99
79.000000	4/20/99
77.500000	7/20/99
76.000000	10/20/99
74.500000	1/20/00
73.000000	4/20/00
71.500000	7/20/00
70.000000	10/20/00
68.500000	1/20/01
67.000000	4/20/01
65.500000	7/20/01
64.000000	10/20/01
62.500000	1/20/02
61.000000	4/20/02
59.500000	7/20/02
58.000000	10/20/02

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 16th day of June, 1995.

COUNTERPART NO. 7 OF EIGHT (8)
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
CREATED THROUGH THE TRANSFER AND
POSSESSION OF ANY COUNTERPART OTHER
THAN COUNTERPART NO. 1.

Attest:
(Lessee)

Alvin Screen
(Corporate Seal)

Attest:
(Lessor)

(Corporate Seal)

ARKANSAS POWER & LIGHT
COMPANY, as Lessee

By Walter J. [Signature]
Title: Vice President & Treasurer

SHAWMUT BANK,
CONNECTICUT, N.A., as
Lessor

By _____
Title: _____

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Attest:
(Lessee)

(Corporate Seal)

Attest:
(Lessor)

(Corporate Seal)

ARKANSAS POWER & LIGHT
COMPANY, as Lessee

By _____
Title:

SHAWMUT BANK,
CONNECTICUT, N.A., as
Lessor

By *Attil*
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 16th day of June, 1995.

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THAN COUNTERPART NO. 1.

Attest:
(Lessee)

(Corporate Seal)

Attest:
(Lessor)

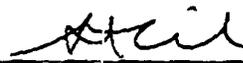


(Corporate Seal)

ARKANSAS POWER & LIGHT
COMPANY, as Lessee

By _____
Title:

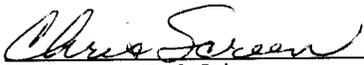
SHAWMUT BANK,
CONNECTICUT, N.A., as
Lessor

By 

Title: VICE PRESIDENT

State of Louisiana)
) SS
Parish of Orleans)

On this 16th day of June, 1995, before me personally appeared in the City of New Orleans, State of Louisiana, William J. Regan, Jr., to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of Arkansas Power & Light Company, that the foregoing 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.



Notary Public

[NOTORIAL SEAL]

My commission expires: AT MY DEATH

STATE OF **CONNECTICUT**)
COUNTY OF **HARTFORD**) SS

On this 16th of June, 1995, before me personally appeared in the City of HARTFORD, State of **CONNECTICUT** ^{SEVEN CHIN NOLE} a to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of WALSH BANK CONNECTICUT, N.A. that the foregoing 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.

Sam P [Signature]
Notary Public

[NOTARIAL SEAL]

DAWN P. HEINTZ
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 1997

My commission expires: _____