



ENTERGY

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

RECORDATION NO. *19471-F* FILED 1995

JUL 27 1995 9 12 AM

July 27, 1995

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

LICENSING BRANCH

JUL 26 9 34 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

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. 4 (the "Lease Supplement No. 4").

The Lease Supplement No. 4 is a secondary document as defined in the Rules and Regulations, and relates to an Equipment Leasing Agreement, a primary document recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on June 16, 1995 at 12:15 PM, and assigned Recordation Number 19471.

The names and addresses of the parties to the Lease Supplement No. 4 are as follows:

Lessor: Shawmut Bank Connecticut, National Association,
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

Counterpart - Lawrence Jones

19471-E
REGISTRATION NO. 19471-E
JUL 27 1995 11:39 AM

LEASE SUPPLEMENT NO. 4

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.

LICENSING BRANCH

JUL 26 9 35 AM '95

RECEIVED
OFFICE OF THE
SECRETARY

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:
\$50,476.08
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

19471-E
JUL 27 1995 11:41 AM

LEASE SUPPLEMENT NO. 4

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.

LICENSING BRANCH

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Renewal Term 6 (if any)	58.000000	51.120651	6.879349

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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 27th day of July, 1995.

COUNTERPART NO. ___ 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)

Chris Screen
(Corporate Seal)

ARKANSAS POWER & LIGHT
COMPANY, as Lessee

By Lee Randall
Title: Vice President,
Chief Accounting
Officer and Assistant
Secretary

Attest:
(Lessor)

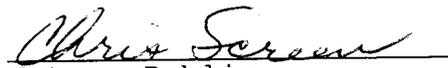
(Corporate Seal)

SHAWMUT BANK,
CONNECTICUT, NATIONAL
ASSOCIATION, as Lessor

By _____
Title: _____

State of Louisiana)
) SS
Parish of Orleans)

On this 25th day of July, 1995, before me personally appeared in the City of New Orleans, State of Louisiana, Lee W. Randall, to me personally known, who being by me duly sworn, says that he is the Vice President, Chief Accounting Officer and Assistant Secretary 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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 27th day of July, 1995.

COUNTERPART NO. ___ 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)

ARKANSAS POWER & LIGHT
COMPANY, as Lessee

(Corporate Seal)

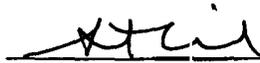
By _____
Title:

Attest:
(Lessor)

SHAWMUT BANK CONNECTICUT,
NATIONAL ASSOCIATION, not
in its individual
capacity but solely as
Owner Trustee, as Lessor



(Corporate Seal)

By 
Title: VICE PRESIDENT

STATE OF CONNECTICUT)
) SS
COUNTY OF HARTFORD)

On this 27th of July, 1995, before me personally appeared Steven Cimalore in the City of Hartford, State of Connecticut, to me personally known, who being by me duly sworn, says that he is the Vice President of Shawmut Bank Connecticut, National Association, 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.

Dawn P. Heintz
Notary Public

[NOTARIAL SEAL]

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

My commission expires: _____

SCHEDULE OF CASUALTY LOSS VALUES TO
LEASE SUPPLEMENT NO. 4

<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

Schedule 1
to Lease Supplement No. 4

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
BethGon Coalporter Car	460	ETRX	750551 750554 - 750556 Incl. 750558 750560 750562 - 750801 Incl. 750803 - 750830 Incl. 750832 - 750833 Incl. 751225 751232 - 751285 Incl. 751287 - 751294 Incl. 751296 - 751301 Incl. 850001 - 850009 Incl. 850011 - 850027 Incl. 850029 - 850038 Incl. 850041 - 850043 Incl. 850045 - 850048 Incl. 850052 - 850053 Incl. 850055 - 850064 Incl. 850066 - 850075 Incl. 850077 850087 - 850088 Incl. 850090 - 850099 Incl. 850101 - 850104 Incl. 850107 850109 - 850113 Incl. 850115 - 850122 Incl. 850124 - 850125 Incl. 850127 - 850134 Incl. 850136 - 850144 Incl.