



ENERGY

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

RECORDED

19471-1

SEP 15 1995 - 10 02 AM

INTERSTATE COMMERCE COMMISSION

September 15, 1995

0100775001

Office of the Secretary
Interstate Commerce Commission
Office of Recordation
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423
Attention: 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. 8 (the "Lease Supplement No. 8").

The Lease Supplement No. 8 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. 8 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

LICENSING BRANCH

SEP 15 10 02 AM '95

RECORDED
OFFICE OF THE
SECRETARY

Counterpart - Lavetta Jones

A description of the railroad equipment covered by the Equipment Leasing 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. 8 to appear in the index follows:

Lease Supplement No. 8 dated as of September 15, 1995, between Shawmut Bank Connecticut National Association, 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 850405-850448 Inclusive, 850450-850452 Inclusive, 850454-850455 Inclusive, 850457, 850459-850469 Inclusive, 850471-850477 Inclusive, 850479-850535 Inclusive, 850537, 850539-850544 Inclusive, 850546-850549 Inclusive, 850551, 850676-850732 Inclusive, 850735-850749 Inclusive, 850751-850771 Inclusive, A.A.R. car type J311.

Very truly yours,

Arkansas Power & Light Company

By: 

William J. Regan, Jr.
Vice President and Treasurer

Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

9/15/95

Office Of The Secretary

William J. Pegan, Jr.
Arkansas Power & Light Company
425 West Capitol
P. O. Box 551
Little Rock, AR., 72203

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/15/95 at 10:05AM, and assigned recordation number(s). 19471-I.

Sincerely yours,

Vernon A. Williams
Secretary

Enclosure(s)

(0100775001)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDED

SEP 15 1995 10 05 AM

LEASE SUPPLEMENT NO. 118 INTERSTATE EQUIPMENT CORPORATION

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 DIVISION

SEP 15 10 02 AM '95

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:
\$50,192.79
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>	<u>Estimated Residual Value Percentage:*</u>	<u>Maximum Lessee Risk Percentage:*</u>	<u>Maximum Lessor Risk 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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 15th day of September, 1995.

COUNTERPART NO. 8 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 [Signature]
Title: Vice President and
Treasurer

Attest:
(Lessor)

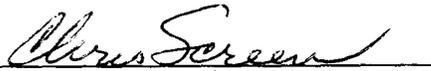
(Corporate Seal)

SHAWMUT BANK,
CONNECTICUT, NATIONAL
ASSOCIATION, as Lessor

By _____
Title: _____

State of Louisiana)
) SS
Parish of Orleans)

On this 13th day of September, 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

IN WITNESS WHEREOF, the parties hereto have caused this Lease Supplement to be duly executed by their duly authorized representatives as of this 15th day of September, 1995.

COUNTERPART NO. 2 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)

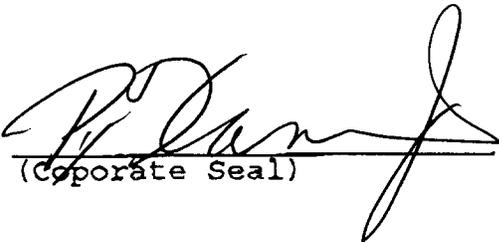
ARKANSAS POWER & LIGHT
COMPANY, as Lessee

(Corporate Seal)

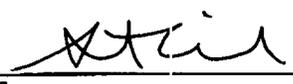
By _____
Title:

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 15th of Sept., 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. 8

<u>Percentage</u>	<u>Casualty Loss Value 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. 8

<u>Equipment</u>	<u>Quantity</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
BethGon Coalporter Car	230	ETRX	850405 - 850448 Incl. 850450 - 850452 Incl. 850454 - 850455 Incl. 850457 850459 - 850469 Incl. 850471 - 850477 Incl. 850479 - 850535 Incl. 850537 850539 - 850544 Incl. 850546 - 850549 Incl. 850551 850676 - 850732 Incl. 850735 - 850749 Incl. 850751 - 850771 Incl.