

RECORDATION NO. 26415-D FILED

JUN 24 '10 9 30 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
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ELIAS C. ALVORD (1942)  
ELISWORTH C. ALVORD (1964)

June 24, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Restated Lease Supplement No. 3A, dated as of June 23, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document extends the lease on these 46 railcars and relates to the documents previously filed with the Board under Recordation Number 26415.

The names and addresses of the parties to the enclosed document are:

Lessor:	Siemens Financial Services, Inc. 170 Wood Avenue South Iselin, New Jersey 08830
Lessee:	Alabama Power Company 600 N 18th St/14N-8163 Birmingham, Alabama 35202

Section Chief  
June 24, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document is:

46 railcars: JHMX 99841 - JHMX 99886

A short summary of the document to appear in the index is:

Restated Lease Supplement No. 3A

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Robert W. Alvord', with a horizontal line underneath.

Robert W. Alvord

RWA/sem  
Enclosures

JUN 24 '10 -9 30 AM

**RESTATED LEASE SUPPLEMENT NO. 3A****SURFACE TRANSPORTATION BOARD**

(This is counterpart no. 5 of five serially numbered manually executed counterparts)

This Restated Lease Supplement No. 3A (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 June 4, 1999 between SIEMENS FINANCIAL SERVICES, INC., as Lessor, and ALABAMA POWER COMPANY, as Lessee (as amended by that certain Amendment No. 2 to Equipment Leasing Agreement dated as of June 23, 2010 and as further amended and supplemented from time to time, 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: 46 railcars described and also identified by identification number on Schedule I hereto.
2. Equipment Cost. The aggregate Equipment Cost for all Items of Equipment delivered pursuant to this Restated Lease Supplement shall be the aggregate Equipment Cost stated in Schedule II to this Restated Lease Supplement. The Equipment Cost for an Item of Equipment shall, notwithstanding the definition of Equipment Cost for an Item of Equipment set forth in the Lease, which is hereby superseded with respect to Equipment described in this Restated Lease Supplement, be equal to the aggregate Equipment Cost stated in Schedule II to this Restated Lease Supplement divided by the total number of cars described on such Schedule II.
3. Additional Term. Commencing on June 23, 2010 (the "Additional Term Commencement Date") and ending upon the first to occur of (i) June 23, 2012 or (ii) the Termination Date.
4. Basic Rent: Basic Rent for each Item of Equipment shall be determined based on the Applicable Rate in effect four (4) Business Days prior to the Additional 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 Additional Term on the Rent Payment Dates, as set forth on Schedule III of this Restated Lease Supplement.
5. 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 the relevant Casualty Loss Value Payment Date as set forth on Schedule IV to this Restated Lease Supplement.

6. Certain Values

<u>Expiration of:</u>	<u>Maximum Lessee Risk Amount:</u>	<u>Maximum Lessor Risk Amount:</u>	<u>End-of-Term Purchase Option Amount:</u>
Additional Term	\$1,031,090.00	\$411,010.00	\$31,350.00 per each Item of Equipment

7. Early Buyout Price. The Early Buyout Price for each Item of Equipment is set forth on Schedule V to this Restated Lease Supplement.

8. Restated Lease Supplement. Upon its delivery, this Restated Lease Supplement, together with Restated Lease Supplement No. 3B and Restated Lease Supplement No. 3C, shall supersede and replace Lease Supplement No. 1, Lease Supplement No.2, the Restated Lease Supplement dated June 23, 1999 and Restated Lease Supplement No 2 dated as of June 23, 2006 and each of the Acceptance Notices delivered thereunder, and shall be a "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.

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

10. **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 23rd day of June, 2010.

**Lessor:**

SIEMENS FINANCIAL SERVICES, INC.

Attest:

By

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Name: *David Kanter*  
Title: *David Kanter*  
**Senior Vice President  
and  
Chief Risk Officer**

By

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Name: *Thomas Grossmann*  
Title: *St. VP & CFO*

**Lessee:**

ALABAMA POWER COMPANY

Attest:

By

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THIS IS COUNTERPART NO. \_\_\_\_\_ OF FIVE (5) SERIALY 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.

IN WITNESS WHEREOF, the parties hereto have caused this Restated Lease Supplement to be duly executed by their duly authorized representatives as of the 23rd day of June, 2010.

**Lessor:**

SIEMENS FINANCIAL SERVICES, INC.

Attest:

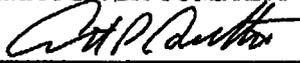
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lessee:**

ALABAMA POWER COMPANY

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: A.G.P. Beattie  
Title: Executive V.P.  
President & CFO

THIS IS COUNTERPART NO. \_\_\_\_\_ OF FIVE (5) SERIALY 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 New Jersey

COUNTY OF Middlesex, ss:

On this 23 day of June, 2010, before me personally appeared Matthias Grossmann, to me personally known, who being by me duly sworn, says [s]he is the SVP & CFO of SIEMENS FINANCIAL SERVICES, INC, as the Lessor, that said instrument was signed 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, as the Lessor.

[NOTARIAL SEAL] MELISSA J BROWN  
Notary Public  
State of New Jersey  
My Commission Expires Sep 13, 2012.

Melissa J Brown  
Notary Public

My Commission Expires: 9/13/2010

STATE OF New Jersey

COUNTY OF Middlesex, ss:

On this 23 day of June, 2010, before me personally appeared David Kantes, to me personally known, who being by me duly sworn, says [s]he is the SVP & CRO of SIEMENS FINANCIAL SERVICES, INC., as the Lessor, that said instrument was signed 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, as the Lessor.

[NOTARIAL SEAL] MELISSA J BROWN  
Notary Public  
State of New Jersey  
My Commission Expires Sep 13, 2012.

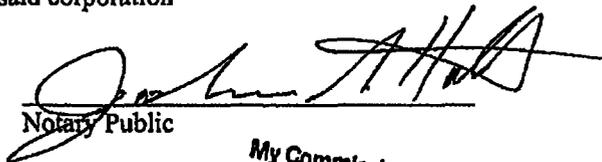
Melissa J Brown  
Notary Public

My Commission Expires: 9/13/2010

STATE OF Alabama

COUNTY OF Walker ss.

On this 22 day of June, 2010, before me personally appeared Art P. Baethig to me personally known, who being by me duly sworn, says [s]he is the EVP: CFO of ALABAMA POWER COMPANY, that said instrument was signed 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 Jan. 18, 2011  
My Commission Expires: 1/18/11

**SCHEDULE I**  
**TO RESTATED LEASE SUPPLEMENT NO. 3A**

46 Trinity Industries Mechanized Rapid Discharge® V Coal Hopper Cars – 4418 Cubic Foot Capacity series JHMX

Car Numbers.

99841 - 99886 . 46 Cars

**SCHEDULE II**  
**TO RESTATED LEASE SUPPLEMENT NO. 3A**

46 Trinity Industries Mechanized Rapid Discharge® V Coal Hopper Cars – 4418 Cubic Foot Capacity series JHMX

Car Numbers:

99841 - 99886 46 Cars

**TOTAL NUMBER OF ITEMS OF EQUIPMENT: 46**

**AGGREGATE EQUIPMENT COST: \$1,748,000.00**

**SCHEDULE III**  
**TO RESTATED LEASE SUPPLEMENT NO. 3A**

<b>Rent Payment Date</b>	<b>Basic Rent</b>	<b>Interest Component</b>	<b>Principal Component</b>	<b>Unamortized Lease Balance After Payment Has Been Made</b>
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Intentionally Omitted

**SCHEDULE IV**  
**TO RESTATED LEASE SUPPLEMENT NO. 3A**

Casualty Loss Values

Intentionally Omitted

**SCHEDULE V**  
**TO RESTATED LEASE SUPPLEMENT NO. 3A**

**EBO Purchase Date    Early Buyout Price**

Intentionally Omitted

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated. 6/24/10



\_\_\_\_\_  
Robert W. Alvord