

RECORDATION NO. 26513-D FILED

AUG 17 '10 -4 00 PM

**SURFACE TRANSPORTATION BOARD**

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August 17, 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. 3, dated as of August 17, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Restated Lease Supplement No. 2 previously filed with the Board under Recordation Number 26513.

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

Chief  
Section of Administration  
August 17, 2010  
Page 2

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

431 Mechanized Rapid Discharge® V Coal railcars: within the series JHMX 991561 – JHMX 992000 (not including 7 casualties) as more particularly set forth in the attachment to the document.

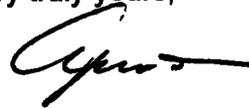
A short summary of the document to appear in the index is:

Restated Lease Supplement No. 3.

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,



Robert W. Alvord

RWA/sem  
Enclosures

AUG 17 '10 -4 00 PM

SURFACE TRANSPORTATION BOARD

**RESTATED LEASE SUPPLEMENT NO. 3**

(This is counterpart no. 3 of three serially numbered manually executed counterparts)

This Restated Lease Supplement No. 3 is executed pursuant to, and incorporates by reference all of the terms, conditions and provisions of, the Equipment Leasing Agreement dated as of July 21, 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 August 17, 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 No. 3:** 431 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 No. 3 shall be the aggregate Equipment Cost stated in Schedule II to this Restated Lease Supplement No. 3. 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 No. 3, be equal to the aggregate Equipment Cost stated in Schedule II to this Restated Lease Supplement No. 3 divided by the total number of cars described on such Schedule II.
3. **Additional Term:** Commencing on August 17, 2010 (the "Additional Term Commencement Date") and ending upon the first to occur of (i) August 17, 2013 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 No. 3, by (y) the total number of Items of Equipment covered by this Restated Lease Supplement No. 3. 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 No. 3.
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 No. 3.

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	\$ Intentionally Omitted	\$ Intentionally Omitted	\$ Intentionally Omitted 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 No. 3.

8. Restated Lease Supplement. Upon its delivery, this Restated Lease Supplement No.3 shall supersede and replace the Restated Lease Supplement dated August 17, 1999 and Restated Lease Supplement No. 2 dated as of August 17, 2006 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 No. 3.

9. **THIS RESTATED LEASE SUPPLEMENT NO. 3 AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE IN THE LEASE**

10. **THIS RESTATED LEASE SUPPLEMENT NO. 3 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 NO. 3.**

IN WITNESS WHEREOF, the parties hereto have caused this Restated Lease Supplement No 3 to be duly executed by their duly authorized representatives as of the 17th day of August, 2010.

**Lessor:**

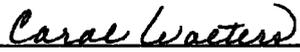
SIEMENS FINANCIAL SERVICES, INC.

Attest:

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

By:   
Name: Mark A. Clemm  
Title: Vice President/Head of Lending

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

By:   
Name: CAROL WALTERS  
Title: VICE PRESIDENT-DOCUMENTATION

**Lessee:**

ALABAMA POWER COMPANY

Attest:

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

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

THIS IS COUNTERPART NO. 3 OF THREE (3) 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 NEW JERSEY

COUNTY OF MIDDLESEX, ss:

On this 11<sup>th</sup> day of August, 2010, before me personally appeared Mark A. Cramer, to me personally known, who being by me duly sworn, says [s]he is the VP of SIEMENS FINANCIAL SERVICES, INC., 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.

Melissa J. Brown  
Notary Public

[NOTARIAL SEAL]



My Commission Expires: 9/13/2010

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX, ss.

On this 12<sup>th</sup> day of August, 2010, before me personally appeared Carol Walker to me personally known, who being by me duly sworn, says [s]he is the VP of SIEMENS FINANCIAL SERVICES, INC., 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.

Melissa J. Brown  
Notary Public

[NOTARIAL SEAL]



My Commission Expires: 9/13/2010

IN WITNESS WHEREOF, the parties hereto have caused this Restated Lease Supplement No 3 to be duly executed by their duly authorized representatives as of the 17th day of August, 2010.

**Lessor:**

SIEMENS FINANCIAL SERVICES, INC.

Attest:

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

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

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

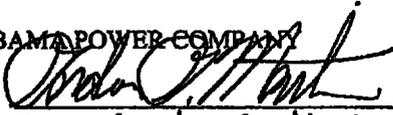
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Lessee:**

ALABAMA POWER COMPANY

Attest:

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

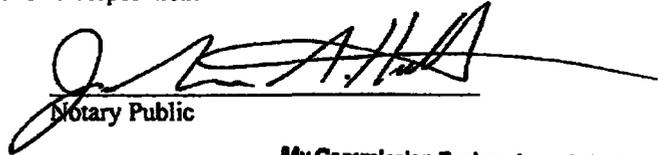
By:   
Name: Gordon G. Martin  
Title: Sr. VP & General Counsel

THIS IS COUNTERPART NO 3 OF THREE (3) 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 ALABAMA

COUNTY OF Jefferson, ss:

On this 13<sup>th</sup> day of August, 2010, before me personally appeared Gordon Martin, to me personally known, who being by me duly sworn, says [s]he is the Sr. VP & General Counsel 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: \_\_\_\_\_

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

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

Car Numbers:

From	-	Through	No.	
JHMX 991561	-	JHMX 991584	24	Cars
JHMX 991586	-	JHMX 991651	66	Cars
JHMX 991653	-	JHMX 991659	7	Cars
JHMX 991661	-	JHMX 991719	59	Cars
JHMX 991721	-	JHMX 991726	6	Cars
JHMX 991728	-	JHMX 991855	128	Cars
JHMX 991857	-	JHMX 991867	11	Cars
JHMX 991869	-	JHMX 991889	21	Cars
JHMX 991891	-	JHMX 991954	64	Cars
JHMX 991956	-	JHMX 992000	45	Cars

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

Car Numbers:

From	-	Through	No.	
JHMX 991561	-	JHMX 991584	24	Cars
JHMX 991586	-	JHMX 991651	66	Cars
JHMX 991653	-	JHMX 991659	7	Cars
JHMX 991661	-	JHMX 991719	59	Cars
JHMX 991721	-	JHMX 991726	6	Cars
JHMX 991728	-	JHMX 991855	128	Cars
JHMX 991857	-	JHMX 991867	11	Cars
JHMX 991869	-	JHMX 991889	21	Cars
JHMX 991891	-	JHMX 991954	64	Cars
JHMX 991956	-	JHMX 992000	45	Cars

**TOTAL NUMBER OF ITEMS OF EQUIPMENT: 431**

**AGGREGATE EQUIPMENT COST: \$ Intentionally Omitted**

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

Intentionally Omitted

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

**Casualty Loss Values**

<b><u>Casualty Loss Value Payment Date</u></b>	<b><u>Percentage</u></b>
8/17/2010	Intentionally Omitted
2/17/2011	
8/17/2011	
2/17/2012	
8/17/2012	
2/17/2013	
8/17/2013	

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

<b>EBO Purchase Date</b>	<b>Early Buyout Price</b>
2/17/2011	Intentionally Omitted
8/17/2011	
2/17/2012	
8/17/2012	
2/17/2013	

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:

8 / 17 / 10



Robert W. Alvord