

13690
RECORDATION NO. Filed 1425

JUL 1 1982-10 15 AM

INTERSTATE COMMERCE COMMISSION

REID & PRIEST

40 WALL STREET
NEW YORK, N. Y. 10005
212 344-2233

MIDTOWN OFFICE
30 ROCKEFELLER PLAZA
NEW YORK, N. Y. 10112
212 344-2233

CABLE ADDRESS: "REIDAPT"
TWX NO.: 7105816721 RDPT NYK
NEW YORK OFFICE

TELEX: CMH 64207
WASHINGTON, D. C. OFFICE

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INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2215
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed please find one original, one counter-
part and 10 additional copies of each of the following
documents, to be recorded pursuant to section 11303 of
title 49 of the U.S. Code:

(1) Conditional Sale Agreement, dated as
of June 15, 1982 ("CSA"), between The
Connecticut Bank & Trust Company, as Trustee
(not in its individual capacity but solely as
trustee under a Trust Agreement dated as of
June 15, 1982 with Xerox Services, Inc.) and
Bethlehem Steel Corporation, as Builder.

(2) Agreement and Assignment, dated as of
June 15, 1982 ("Agreement and Assignment"),
between Bethlehem Steel Corporation, as Builder
and Omaha National Bank, as Assignee.

(3) Lease of Railroad Equipment, dated
as of June 15, 1982 ("Lease"), between System
Fuels, Inc., as lessee (the "Lessee"); and
The Connecticut Bank & Trust Company (not in
its individual capacity but solely as trustee
under a Trust Agreement dated as of June 15,
1982 with Xerox Services, Inc.) as lessor.

Cond. Sale
Agmt. & Assign.

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INTERSTATE COMMERCE COMMISSION

WASHINGTON OFFICE
1111 19TH STREET, N. W.
WASHINGTON, D. C. 20036
202 828-0100

13690 A
RECORDATION NO. Filed 1425

JUL 1 1982-10 15 AM

June 30, 1982 INTERSTATE COMMERCE COMMISSION

RECORDED
No. 1
JUL 1 1982
Date.....
Fee \$ 1.00:42
ICC Washington, D. C.

RECORDED
JUL 1 10 09 AM '82
FBI-WASH DC

(4) Assignment of Lease and Agreement, dated as of June 15, 1982 (the "Assignment of Lease"), between The Connecticut Bank & Trust Company, as Assignor (acting solely in its capacity as trustee under a Trust Agreement dated as of June 15, 1982 with Xerox Services, Inc.) and Omaha National Bank, as Assignee (as agent under a Participation Agreement dated as of June 15, 1982) and the Consent to such Assignment by System Fuels, Inc. ("Consent").

We request that the Agreement and Assignment be cross-indexed under the name of The Connecticut Bank & Trust Company, and that the Assignment of Lease be cross-indexed under the name of System Fuels, Inc.

The names and addresses of the parties to the CSA, Agreement and Assignment, Lease, and the Assignment of Lease are as follows:

Trustee	The Connecticut Bank & Trust Company One Constitution Plaza Hartford, Connecticut 06103
Builder & Assignor under Agreement and Assignment	Bethlehem Steel Corporation Martin Tower Bethlehem, Pennsylvania 18016
Assignee under Agreement and Assignment	Omaha National Bank 17th and Farnam Streets Omaha, Nebraska 68102
Lessee	System Fuels, Inc. Noro Plaza 666 Poydras New Orleans, Louisiana 70130
Lessor	The Connecticut Bank & Trust Company One Constitution Plaza Hartford, Connecticut 06103

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RECORDATION NO. Filed 425

JUL 1 1982 - 10 15 AM

INTERSTATE COMMERCE COMMISSION

ANNEX D
to
Conditional Sale Agreement

ASSIGNMENT OF LEASE AND AGREEMENT dated as of June 15, 1982 (the "Assignment"), between THE CONNECTICUT BANK AND TRUST COMPANY, acting solely in its capacity as Trustee (the "Trustee") under a Trust Agreement dated as of the date hereof with the Owner named therein (the "Trust Agreement"), and OMAHA NATIONAL BANK, as Agent (the "Vendor") under a Participation Agreement dated as of the date hereof.

WHEREAS the Trustee is entering into a Conditional Sale Agreement dated as of the date hereof (the "CSA") with BETHLEHEM STEEL CORPORATION (the "Builder") providing for the sale to the Trustee of such units of railroad equipment (the "Units") described in Annex B thereto as are accepted by the Trustee thereunder;

WHEREAS the Trustee and SYSTEM FUELS, INC. (the "Lessee") have entered into a Lease of Railroad Equipment dated as of the date hereof (the "Lease") providing for the leasing by the Trustee to the Lessee of the Units; and

WHEREAS in order to provide security for the obligations of the Trustee under the CSA and as an inducement to the Vendor to invest in the CSA Indebtedness (as defined in Paragraph 4.3(b) of the CSA), the Trustee agrees to assign for security purposes its rights in, to and under the Lease (except as herein otherwise specified) to the Vendor;

NOW, THEREFORE, in consideration of the premises and of the payments to be made and the covenants hereinafter mentioned to be kept and performed, the parties hereto agree as follows:

1. The Trustee hereby assigns, transfers and sets over unto the Vendor, as collateral security for the payment and performance of the obligations of the Trustee under the CSA, all the Trustee's right, title and interest, powers, privileges and other benefits under the Lease, including, without limitation, all rentals, profits and other sums payable to or receivable by the Trustee from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, liquidated damages, or otherwise (such

moneys being hereinafter called the "Payments"), and the immediate right to receive and collect the Payments and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Trustee is or may become entitled to do under the Lease; provided, however, that the term Payments as used herein shall not be deemed to include payments made by the Lessee to the Owner or the Trustee pursuant to §§ 6, 12 and 20 of the Lease (except indemnification payments intended to satisfy the obligations of the Trustee to indemnify the Vendor pursuant to Articles 6 and 14 of the CSA) and proceeds of public liability insurance payable to the Owner or to the Trustee, in its individual or fiduciary capacity, as an additional named insured pursuant to § 7.7 of the Lease, it being understood that amounts so payable by the Lessee or by any insurer to the Owner or the Trustee pursuant to any of said Sections are not (except as aforesaid) intended to be assigned to the Vendor hereunder. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers the Vendor in its own name, or in the name of its nominee, or in the name of the Trustee or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to the extent required by § 3.3 of the Lease to which the Trustee is or may become entitled under the Lease and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Vendor agrees to accept any Payments made by the Lessee for the account of the Trustee pursuant to the Lease. To the extent received, the Vendor will apply such Payments to satisfy the obligations of the Trustee then due and payable under the CSA or the obligations of the Owner then due and payable under the Participation Agreement, and, so long as no Declaration of Default (as defined in the CSA) shall have occurred and be continuing, any balance shall be paid, in the manner specified in Paragraph 16 of the Participation Agreement, to the Trustee on the same date such Payment is applied to satisfy such obligations of the Trustee, and such balance shall be retained by the Trustee. If the Vendor shall not receive any rental payment under § 3 of the Lease when due, taking into account any grace period, or any other Event of Default shall occur and be continuing under the Lease, before the Vendor shall be entitled to make a Declaration of Default under Paragraph 16

of the CSA by virtue of such Event of Default under the Lease, the Vendor shall give five days advance notice (such notice to be deemed conclusively given upon receipt of telephonic or telegraphic notice from the Vendor by the Trustee and the Owner to be confirmed by prompt written noticed delivered to each such party by certified first class U.S. mail) to the Trustee and the Owner at their addresses set forth in the Lease; provided, however, that the failure of the Vendor to so notify the Trustee shall not affect the obligations of the Trustee hereunder or under the CSA. Notwithstanding anything to the contrary herein or in the CSA, a waiver by the Vendor, as assignee of the Lease, of any Event of Default under § 13.1 of the Lease shall constitute a waiver of the corresponding event of default, if any, arising under clauses (a), (b) or (e) of Paragraph 16.1 of the CSA.

2. This Assignment is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Vendor to, or transfer, or pass, or in any way affect or modify the liability of the Trustee under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Trustee to the Lessee shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee or persons other than the Vendor.

3. The Trustee will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Lease provides is to be performed by the Trustee; without the written consent of the Vendor, the Trustee will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessee, including, without limitation, the obligation to pay the rents in the manner and at the time and place specified therein or (subject to the proviso to Paragraph 23.2 of the CSA) enter into any agreement amending, modifying or terminating the Lease, and the Trustee agrees that any amendment, modification or termination thereof without such consent shall be void.

4. The Trustee does hereby constitute the Vendor the Trustee's true and lawful attorney, irrevocably, with full power (in the name of the Trustee or otherwise), to ask, require, demand, receive, compound and give acquittance for any and all Payments due and to become

due under or arising out of the Lease to which the Trustee is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings in connection therewith which to the Vendor may seem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all sums due from the Trustee under the CSA, this Assignment and all rights herein assigned to the Vendor shall terminate, and all estate, right, title and interest of the Vendor in and to the Lease shall revert to the Trustee, without further act or deed, but the Vendor shall execute and deliver such documents as the Trustee may reasonably request in order to confirm, or make clear upon public records, such termination and/or reversion. Promptly following such full discharge and satisfaction, the Vendor agrees that it will advise the Lessee in writing that all sums due from the Trustee under the CSA have been fully discharged and satisfied and instruct the Lessee that no further payments under the Lease are to be made to the Vendor.

6. The Trustee will, from time to time, execute, acknowledge and deliver any and all further instruments reasonably requested by the Vendor in order to confirm or further assure the interest of the Vendor hereunder.

7. The Vendor may assign all or any of the rights assigned to it hereby, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Vendor hereunder. The Vendor will give written notice to the Trustee and the Lessee of any such assignment.

8. This Assignment shall be governed by the laws of the State of New York, but the parties shall be entitled to all rights conferred by 49 U.S.C. § 11303.

9. The Trustee shall cause copies of all notices received in connection with the Lease and all Payments received by it hereunder to be promptly delivered or made to the Vendor.

10. The Vendor hereby agrees with the Trustee that the Vendor will not, so long as no Declaration of Default under the CSA has occurred and is continuing, exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits which are assigned and transferred by the Trustee to the Vendor by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the CSA, the Trustee may, so long as no Declaration of Default under the CSA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges and remedies arising out of § 13.1 (a) of the Lease; provided, however, that the Trustee shall not, without the prior written consent of the Vendor, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of § 13.1 (b) of the Lease.

11. It is expressly understood and agreed by and between the parties hereto, anything in this Assignment to the contrary notwithstanding, that each and all of the representations, warranties and agreements in this Assignment made on the part of the financial institution acting as Trustee hereunder are each and every one of them made and intended not as personal representations, warranties and agreements by said financial institution, or for the purpose or with the intention of binding said financial institution personally, but are made and intended for the purpose of binding only the Trust Estate as such term is used in the Trust Agreement, and this Assignment is executed and delivered by said financial institution solely in the exercise of the powers expressly conferred upon it as trustee under the Trust Agreement; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said financial institution or the Owner on account of any representation, warranty or agreement herein of the Trustee or the Owner either expressed or implied, all such personal liability, if any, being expressly waived and released by the Vendor and by all persons claiming by, through or under the Vendor; provided, however, that the Vendor or any person claiming by, through or under the Vendor, making claim hereunder, may look to said Trust Estate for the satisfaction of the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee as aforesaid,

[Seal]

Attest:

[Signature]
Authorized Officer

by

[Signature]
Authorized Officer

OMAHA NATIONAL BANK, as Agent,

[Seal]

by _____

Attest:

Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this 28th day of June 1982, before me personally appeared M. J. Rister, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said 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
Patty A. Lynch

My Commission expires March 31, 1987

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK,)

On this _____ day of _____ 1982, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is _____ of OMAHA NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

Notary Public

My Commission expires

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, and their respective corporate seals to be affixed and duly attested, all as of the date first above written.

THE CONNECTICUT BANK AND TRUST COMPANY, as Trustee as aforesaid,

[Seal]

Attest:

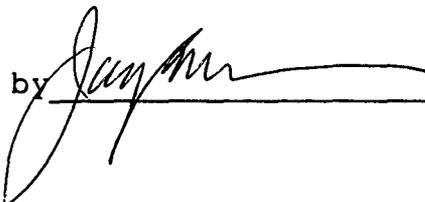
by _____
Authorized Officer

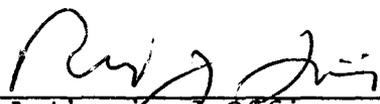
Authorized Officer

OMAHA NATIONAL BANK, as Agent,

[Seal]

Attest:

by  _____



Authorized Officer

STATE OF CONNECTICUT,)
) ss.:
COUNTY OF HARTFORD,)

On this day of 1982, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation and that said 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

My Commission expires

STATE OF ~~NEW YORK~~ ^{Nebraska})
) ss.:
COUNTY OF ~~NEW YORK~~ ^{Douglas})

On this *28th* day of *June* 1982, before me personally appeared Jack B. Wheeler ~~Wheeler~~ , to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of OMAHA NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed on behalf of said Association 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 Association.

Barbara A. Lundholm

Notary Public

My Commission expires

 GENERAL NOTARY - State of Nebraska
BARBARA A. LUNDHOLM
My Comm. Exp. June 12, 1984

CONSENT

The undersigned, SYSTEM FUELS, INC., a Louisiana corporation (the "Lessee"), the lessee named in the Lease (the "Lease") referred to in the foregoing Assignment of Lease and Agreement (the "Lease Assignment"), hereby (a) acknowledges receipt of a copy of the Lease Assignment and (b) consents to all the terms and conditions of the Lease Assignment and agrees that:

(1) it will pay Payments (as defined in the Lease Assignment) due and to become due under the Lease directly to the account of Omaha National Bank (the "Vendor"), the assignee named in the Lease Assignment, at 17th and Farnam Streets, Omaha, Nebraska 68102 (and to such account or at such other address as may be specified in writing to the Lessee by the Vendor);

(2) except as otherwise contemplated by Paragraph 10 of the Lease Assignment, the Vendor shall be entitled to the benefits of, and to receive and enforce performance of, all the covenants to be performed by the Lessee under the Lease as though the Vendor were named therein as the Trustee;

(3) the Vendor shall not, by virtue of the Lease Assignment, be or become subject to any liability or obligation under the Lease or otherwise; and

(4) the Lease shall not, without the prior written consent of the Vendor, be terminated or (subject to the proviso to Paragraph 23.2 of the CSA as defined in the Lease Assignment) modified, nor shall any action be taken or omitted by the Lessee the taking or omission of which might result in an alteration or impairment of the Lease or the Lease Assignment or this Consent or of any of the rights created by any thereof.

This Consent shall be construed in accordance with the laws of the State of New York.

Dated as of June 15, 1982

SYSTEM FUELS, INC.,

by 

[Seal]

Attest:


Assistant Secretary