



August 11, 1999

Secretary, Surface Transportation Board
1925 K. Street NW, Suite 700
Washington, DC 20423-0001

Dear Mr. Secretary:

RIDER NO. 2

I have enclosed an original and two original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document to be recorded is a secondary document. It is Rider 2 (dated June 22, 1999), which supplements a Lease dated as of November 30, 1998.

The primary document to which this is connected (i.e., the aforesaid Lease and Rider No. 1 attached thereto) is recorded under Recordation No. 22032.

The names and addresses of the parties to Rider No. 2 are as follows:

Lessor: General Electric Railcar Services Cooperation
33 West Monroe Street
Chicago, IL 60603

Lessee: Cleco Utility Group, Inc. (formerly known as Cleco Corporation)
2005 Vandeveld Avenue
Alexandria, LA 71303

A description of the equipment covered by Rider No. 2 is as follows:

125 new Trinity built 4525 cubic feet rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing lessee's identifying mark CLEX and numbers 2121-2245.

A check for a fee of \$26.00 for recording Rider No. 2 is enclosed. Please return to me the two additional counterparts of Rider No. 2 showing on each the recordation number stamped on the filed document and the date of recordation.

RECORDATION NO. 22032-FILED

AUG 19 '99

11-30AM

Cleco Corporation
2030 Donahue Ferry Road
PO Box 5000
Pineville, LA 71361-5000
Tel 318 484-7400



A short summary of Rider No. 2 to appear in the index records follows:

Rider No. 2 to a lease dated November 30, 1998, between General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, IL 60603, as Lessor; and Cleco Utility Group, Inc. (formerly known as Cleco Corporation), 2005 Vandavelde Avenue, Alexandria, LA 71303, as Lessee, dated June 22, 1999, and covering 125 new Trinity built 4525 cubic foot rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing Lessee's identifying mark CLEX and numbers 2121-2245.

ASSIGNMENT AND ASSUMPTION AGREEMENT

I have also enclosed an original and two original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document to be recorded is a secondary document. This document is an assignment and assumption of a Lease and Rider No. 1 thereto dated November 30, 1998, and of Rider No. 2 thereto dated June 22, 1999, which is enclosed herewith and referred to above.

The primary document to which the Assignment and Assumption Agreement is connected (i.e., the aforesaid Lease and Rider No. 1 attached thereto) is recorded under Recordation No. 22032. Rider No. 2 (a copy of which is also attached to the Assignment and Assumption Agreement) is being sent to you for recordation herewith, as set forth above.

The names and addresses of the parties to the Assignment and Assumption Agreement are as follows:

Lessor	General Electric Railcar Services Cooperation 33 West Monroe Street Chicago, IL 60603
Original Lessee and Assignor of Lease and Riders Nos. 1 and 2	Cleco Utility Group, Inc. (formerly known as Cleco Corporation) 2005 Vandavelde Avenue Alexandria, LA 71303
Assignee of Lease and New Lessee:	Cleco Midstream Resources LLC 2005 Vandavelde Avenue Alexandria, LA 71303
Substitute for Original Lessee:	Cleco Corporation 2030 Donahue Ferry Road Pineville, LA 71360-5000

A description of the equipment covered by the Assignment and Assumption Agreement follows:

- (1) 120 new Trinity built 4470 cubic feet rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing lessee's identifying mark CLEX and numbers 2001-2120; and
- (2) 125 new Trinity built 4525 cubic feet rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing lessee's identifying mark CLEX and numbers 2121-2245.

A check for a fee of \$26.00 for recording the Assignment and Assumption Agreement and the attachments thereto is enclosed. Please return to me the two additional counterparts of this document showing on each the recordation number stamped on the filed document and date of recordation.

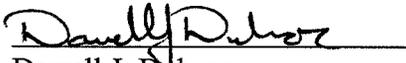
A short summary of this document to appear in the index records follows:

Assignment and Assumption Agreement with attached Lease and Riders Nos. 1 and 2 between General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, IL 60603, as Lessor; and Cleco Utility Group, Inc. (formerly known as Cleco Corporation), 2005 Vandeveld Avenue, Alexandria, LA 71303, as the original Lessee under and as Assignor of a lease dated November 30, 1998, and covering (1) 120 new Trinity built 4470 cubic foot rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing Lessee's identifying mark CLEX and numbers 2001-2120; and (2) 125 new Trinity built 4525 cubic feet rotary aluminum gondola coal cars with 286,000 pounds total gross weight on rail, with an A.A.R. mechanical designation of GT Gondola, bearing lessee's identifying mark CLEX and numbers 2121-2245, with Cleco Midstream Resources LLC (having the same address of Cleco Utility Group, Inc.) becoming the Lessee by assignment and with Cleco Corporation, 2030 Donahue Ferry Road, Pineville, LA 71360-5000 being substituted for the original Lessee.

I am enclosing a stamped, self-addressed envelope for your use in returning the requested stamped documents to me.

If you should have any questions regarding the foregoing, please call me.

Cleco Midstream Resources LLC

By: 
Darrell J. Dubroc
Executive Manager Cleco Midstream Resources

RECORDATION NO. 2207-A FILED

AUG 19 '99 11-30AM

Rider No. 2
Forming Part of
General Electric Railcar Services Corporation
Net Car Lease No. 6915-97-01



This rider ("Rider"), dated June 22, 1999 and Net Car Lease No. 6915-97-01(the "Lease"), the terms of which are incorporated herein by reference, by and between **General Electric Railcar Services Corporation** ("Lessor") and **Cleco Utility Group, Inc.** (formerly known as Cleco Corporation) ("Lessee") constitute the whole agreement between the parties with respect to the Cars subject to this Rider, which may be assigned as security or otherwise. The Cars described herein shall be subject to the terms and conditions of the Lease and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Net Monthly Rental Per Car</u>
One hundred and twenty-five (125) New Trinity Built (CLEX 2121-2245)	4,525 cubic feet rotary Aluminum Gondola coal cars with 286,000 pound total gross weight on rail	\$345.00

Delivery shall be deemed to be the date the last Car of the Trainset (consisting of 125 Cars) is accepted at the Trinity plant by Lessee. Freight charges shall be prepaid by Lessee.

Lessee may terminate the Lease of the Cars described in this Rider on December 31 of the year 2005 or 2010 by providing Lessor notice in writing no later than June 30 of either year. Should Lessee exercise such early termination option, Lessee must pay an early termination penalty of \$13,570.00 per car if terminated on December 31, 2005 or \$10,910.00 per car if terminated on December 31, 2010. Such option, if exercised, shall be for all the Cars in this Rider. Without appropriate notice as described above, this Rider shall remain in effect until March 31, 2017 pursuant to the terms and conditions as provided herein.

Lessee has contracted with Trinity Industries, Inc. for the acquisition of the Cars and all of the terms and conditions relating thereto, and assigns to Lessor its rights to acquire the Cars described herein from Trinity Industries, Inc. Except as provided in the Assignment Agreement, Lessor assumes no obligations to Trinity Industries, Inc. Lessor shall purchase the Cars from Trinity Industries, Inc. at the per Car price of \$53,000.00 (excluding freight charges) with delivery in August, 1999.

It is understood that the aforesaid Cars are to be used in transportation of Coal only, and shall not, under any circumstances, be used for shipment of any other commodity without the prior written consent of Lessor. In addition to the terms provided elsewhere in the Lease, Lessee shall comply with the restrictions on Attachment A hereto.

For purposes of this Rider only, the first sentence of Section 15 of the Lease shall be deleted in its entirety and the word "superior" is deleted from the fourth sentence of Section 15. Further, notwithstanding the provisions of Section 15 of the Lease, Lessee shall be entitled to quiet enjoyment of the Cars subject to this Rider throughout the entire term of this Rider. Lessor warrants and agrees that when the Cars are delivered to Lessee, Lessor will be the owner thereof; that the Cars will not then be subject to the terms of any Mortgage, Deed of Trust, Equipment Trust or Assignment or similar security arrangement (Encumbrances); and that for a period of sixty (60) days after delivery of the Cars, it will not do anything that would subject the Cars to any Encumbrances.

Lessee shall be responsible for maintenance of the Cars as described in Section 7 of the Lease.

Dated as of the 22nd of June 1999 and executed in multiple originals.

CLECO UTILITY GROUP, INC.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: Mark H. Segura

By: [Signature]

Title: SR. VICE-PRESIDENT

Title: VICE-PRESIDENT

Date: JULY 30, 1999

Date: JULY 26/99

SEAL

SEAL

ATTACHMENT A
of
Rider No. 2
Forming Part of
General Electric Railcar Services Corporation
Net Car Lease No. 6915-97-01

RESTRICTIONS

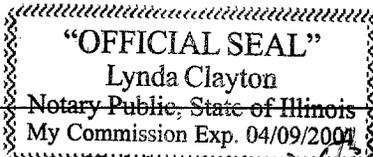
1. Explosives shall not be used, either on the Cars themselves, or on any commodity contained therein.
2. Lessee shall not allow gross rail weights (including light weight of Car) to exceed 286,000 pounds.
3. Cars (when rotary dumped in the unloading process) will be secured in the dumper in the manner prescribed by the Operations manual published by the manufacturer of the dumper and the dumper shall be operated in the manner prescribed by the manufacturer of the dumper.
4. Cars shall not be subject to open pit heat for thawing commodity.
5. Cars shall be used in accordance with the Car design.
6. Cars shall not be subjected to excess impact.

ACKNOWLEDGEMENT FOR RIDER NO. 2 OF NET CAR LEASE NO. 6915-97-01

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 26th day of July, 1999 before me personally appeared Raymond L. Bachinsky, to me personally known, who being by me duly sworn, says that he is the Vice President of GENERAL ELECTRIC RAILCAR SERVICES CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, 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.

SEAL _____



Given under my hand and official seal this 26 day of July, 1999.

Lynda Clayton
Notary Public

Commission expires: _____

STATE OF LOUISIANA)
) SS
PARISH OF RAPIDES)

On this 30th day of July, 1999 before me personally appeared Mark H. Segura, to me personally known, who being by me duly sworn, says that he is the Sr. Vice President of CLECO UTILITY GROUP, INC, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, 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.

SEAL _____

Given under my hand and official seal this 30th day of July, 1999.

Cynthia A. McBerry
Notary Public

Commission expires: at death