

**REID & PRIEST**  
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NEW YORK, N.Y. 10019-4097  
212 603-2000

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WASHINGTON, D.C. 20004  
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TELEX: 440630 RP WASH  
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NEW YORK OFFICE  
CABLE ADDRESS: "REIDAPT"  
TELEX: 7105816721 RDPT NYK  
220534 RDPT UR  
FACSIMILE: 212 603-2298  
DIRECT DIAL NUMBER

3-120A042

RECORDATION NO. 11047-*M* FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

April 30, 1993

RECORDATION NO. 11047-*F* FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11047-*M* FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

**BY HAND**

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

On behalf of Arkansas Power & Light Company ("AP&L"), enclosed please find one (1) executed and acknowledged original and one (1) certified true copy of each of the following related documents to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

Each of the documents is a secondary document as defined in 49 CFR 1177.1(b). The documents relate to a Conditional Sales Agreement dated as of November 2, 1979, a primary document, as defined in 49 CFR 1177.1(a), between Bethlehem Steel Corporation and First Security State Bank (succeeded by First Security Bank of Utah, N.A. (the "Trustee")), as trustee, under a Trust Agreement dated as of July 24, 1979, with Westinghouse Credit Corporation (succeeded by Westinghouse Electric Corporation) and First Security National Bank & Trust Company of Lexington (succeeded by Helm Locomotive Leasing Joint Venture). The recordation number of the primary document is 11047.

The documents enclosed are as follows:

1. The Assignment and Assumption Agreement, dated as of February 1, 1993, between System Fuels, Inc. ("SFI"), as Assignor, and AP&L, as Assignee (the "Assignment and Assumption Agreement").
2. Supplement No. 2 to Lease of Railroad Equipment, dated as of February 1, 1993, between SFI, as Lessee, and the Trustee.

*Christoph H. Lohr*

Secretary  
Interstate Commerce Commission

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3. Supplement No. 1 to Assignment of Lease and Agreement, dated as of February 1, 1993, between the Trustee and Metropolitan Life Insurance Company, as Vendor ("Supplement No. 1 to Assignment of Lease and Agreement").

We request that the Assignment and Assumption Agreement be cross-indexed under the name of First Security Bank of Utah, N.A., and that the Supplement No. 1 to Assignment of Lease and Agreement be cross-indexed under the name of Arkansas Power & Light Company.

The names and addresses of the parties to the enclosed documents are as follows:

Debtor (Assignee): Arkansas Power & Light Company  
425 West Capital Avenue  
40th Floor  
Little Rock, Arkansas 72201

Assignor: System Fuels, Inc.  
639 Loyola Avenue  
New Orleans, Louisiana 70113

Trustee: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Vendor: Metropolitan Life Insurance Company  
One Madison Avenue  
Law Area 7-H  
New York, New York 10010

The documents concern the following equipment:

600 100-ton rotary dump coal cars, manufactured by Bethlehem Steel Corporation.

A.A.R. Mechanical  
Designation: GT.

Secretary  
Interstate Commerce Commission

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Lessee's Identification Nos.:  
(both inclusive) SFIX 1 through  
593; SFIX 7000  
through 7006.

Identifying Marks: Each car has been marked on each side, in letters not less than one inch in height, the words, "OWNED BY A BANK OR TRUST COMPANY AS TRUSTEE AND SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

A short summary of each of the documents to appear in the index follows:

Assignment and Assumption Agreement between System Fuels, Inc. ("SFI") as Assignor, 639 Loyola Avenue, New Orleans, Louisiana 70113, and Arkansas Power & Light Company, as Assignee, 425 West Capitol Avenue, 40th Floor, Little Rock, Arkansas 72201, dated as of February 1, 1993, assigns all of SFI's right, title and interest as Lessee under the Lease of Railroad Equipment (as amended, the "Original Lease"), dated as of November 2, 1979, as amended by Amendment to Lease, dated as of August 17, 1988, with First Security State Bank (succeeded by First Security Bank of Utah, N.A.), as Trustee, which Original Lease concerns 600 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The Original Lease was filed under Recordation No. 11047-B as a secondary document to the Conditional Sales Agreement (the "CSA"), dated as of November 2, 1979, between Bethlehem Steel Corporation and First Security State Bank (succeeded by First Security Bank of Utah, N.A.), as trustee under a Trust Agreement, dated as of July 24, 1979, with Westinghouse Credit Corporation (succeeded by Westinghouse Electric Corporation), and First Security Bank & Trust Company of Lexington (succeeded by Helm Locomotive Leasing Joint Venture). The CSA was filed under Recordation No. 11047.

Supplement No. 2 to Lease of Railroad Equipment, between System Fuels, Inc., as Lessee, 639 Loyola Avenue, New Orleans, Louisiana 70113, and First Security Bank of Utah, N.A., as Lessor, 79 South Main Street, Salt Lake City, Utah 84111, dated as of February 1, 1993, amends the Lease of Railroad Equipment (the "Original Lease" and, as amended, the "Lease") between System Fuels, Inc.

Secretary  
Interstate Commerce Commission

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April 30, 1993

and First Security State Bank (succeeded by First Security Bank of Utah, N.A.) dated as of November 2, 1979, as amended by Amendment to Lease ("Amendment to Lease"), dated as of August 17, 1988, between the same parties, to deem all references in the Lease to the "Lessee," other than in the preambles thereto, to refer to Arkansas Power & Light Company, and to deem all references to "Lessee Stockholder" other than in the preambles thereto as ineffectual and deleted. The Lease covers 600 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The Original Lease was filed under Recordation No. 11047-B, as a secondary document to the Conditional Sales Agreement (the "CSA"), dated as of November 2, 1979, between Bethlehem Steel Corporation and The First Security State Bank (succeeded by The First Security Bank of Utah, N.A.), as trustee under a Trust Agreement, dated as of July 24, 1979, with Westinghouse Credit Corporation (succeeded by Westinghouse Electric Corporation) and First Security Bank & Trust Company of Lexington (succeeded by Helm Locomotive Leasing Joint Venture). The CSA was filed under Recordation No. 11047.

Supplement No. 1 to Assignment of Lease and Agreement between First Security Bank of Utah, N.A., as Owner Trustee, 79 South Main Street, Salt Lake City, Utah 84111, and the Metropolitan Life Insurance Company as Vendor, One Madison Avenue, Law Area 7-H, New York, New York 10010, dated as of February 1, 1993, assigns, transfers and sets over to the Vendor, all of the Trustee's right, title and interest under Supplement No. 2 to Lease of Railroad Equipment between System Fuels, Inc., as Lessee, and First Security Bank of Utah, N.A., as Lessor, dated as of February 1, 1993, which covers 600 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The original Lease was filed under Recordation No. 11047-B as a secondary document to the Conditional Sales Agreement (the "CSA"), dated May 15, 1984, between Bethlehem Steel Corporation and The First Security State Bank, (succeeded by First Security Bank of Utah, N.A.), as trustee under a Trust Agreement, dated as of July 24, 1979 with Westinghouse Credit Corporation (succeeded by Westinghouse Electric Corporation) and First Security Bank & Trust Company of Lexington (succeeded by Helm Locomotive Joint Venture). The CSA was filed under Recordation No. 11047.

We enclose the fee of \$48.00 for recordation. Please file-stamp the original copy of each of the documents and the extra copy of this transmittal letter

Secretary  
Interstate Commerce Commission

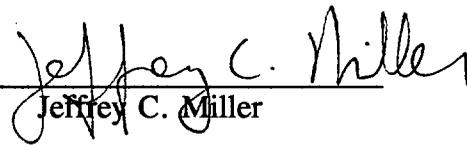
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furnished herewith, and return the extra copy of this letter and the original copy of the documents not needed by the ICC for recordation to the bearer of this letter.

Very truly yours,

REID & PRIEST, Counsel for  
Arkansas & Power & Light Company

By:   
Jeffrey C. Miller

Encls.

**Interstate Commerce Commission**  
Washington, D.C. 20423

4/30/93

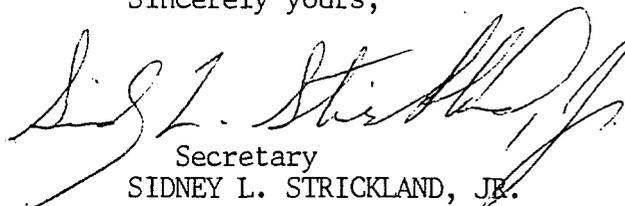
OFFICE OF THE SECRETARY

**Jeffrey C. Miller**  
**Heid & Priest**  
40 West 37th St  
New York, N.Y. 10019-4097

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 **4/30/93** at **11:10am**, and assigned recordation number(s). **11047-E,F,G 12140-EF&G 13690-FG&H 14325-EF&G**

Sincerely yours,



Secretary  
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

*2/1/93*

11047 E  
RECORDATION NO. 2 FILED 1425

APR 30 1993 11:43 AM

INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

between

**SYSTEM FUELS, INC.,**

as Assignor

and

**ARKANSAS POWER & LIGHT COMPANY,**

as Assignee

Dated as of *February 1, 1993*

RECORDATION NO. FILED 1425  
FEB 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

**ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of *February 1*, 1993, between **SYSTEM FUELS, INC.**, a Louisiana corporation ("SFI"), and **ARKANSAS POWER & LIGHT COMPANY**, an Arkansas corporation ("AP&L").

**WHEREAS**, SFI has heretofore entered into the Lease of Railroad Equipment, dated as of November 2, 1979, as amended by an Amendment to Lease, dated August 17, 1988 (as amended, the "Original Lease"), with First Security Bank of Utah, N.A. (successor to First Security State Bank) as trustee (the "Trustee") under the Trust Agreement, dated as of July 24, 1979, with Westinghouse Electric Corporation (successor to Westinghouse Credit Corporation) and Helm Locomotive Leasing Joint Venture (successor to First Security National Bank & Trust Company of Lexington), relating to 600 Bethlehem Steel Corporation 100-ton Open Top Coal Cars (all terms used herein which are defined in the Original Lease being used herein with the same meaning); and

**WHEREAS**, SFI and AP&L desire that SFI assign to AP&L all of SFI's right, title and interest under the Original Lease and that AP&L assume, among other things, all of SFI's obligations under the Original Lease; and

**WHEREAS**, SFI and AP&L hereby expressly acknowledge that the Trustee has heretofore, pursuant to the Lease Assignment, assigned, transferred and set over unto the Vendor, inter alia, all the Trustee's right, title and interest under the Original Lease as collateral security for the obligations of the Trustee under the CSA (except certain rights reserved to the Trustee in the Lease Assignment);

**NOW, THEREFORE**, in consideration of the premises and of the covenants herein contained, SFI and AP&L hereby agree as follows:

**1. ASSIGNMENT**

SFI hereby assigns, transfers and sets over unto AP&L all of SFI's right, title and interest under the Original Lease, including, without limitation, the right to the possession and use of the Units.

**2. ASSUMPTION**

AP&L hereby unconditionally assumes all of SFI's obligations under the Original Lease and agrees to perform the same to the same extent as if AP&L had been designated the "Lessee" under the Original Lease.

**3. RECOGNITION OF RIGHTS OF VENDOR AND TRUSTEE**

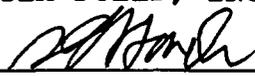
AP&L hereby acknowledges that, to the extent provided in the Original Lease with regard to Lessee, AP&L's rights under this Agreement and the Lease are subordinate to the rights of the Vendor under the CSA.

**4. LAW GOVERNING**

The terms of this Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers or other persons, as of the date first above written.

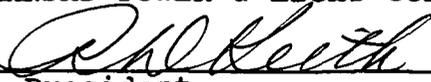
**SYSTEM FUELS, INC.**

By   
Treasurer and Assistant  
Secretary

Attest:

  
Secretary

**ARKANSAS POWER & LIGHT COMPANY**

By   
President

Attest:

  
Vice President -  
Financial Strategies  
and Treasurer

STATE OF LOUISIANA )  
 ) ss.:  
PARISH OF NEW ORLEANS )

On this *4<sup>th</sup>* day of *FEBRUARY* 1993, before me personally appeared Glenn E. Harder, to me personally known, who, being by me duly sworn, says that he is a Treasurer and Assistant Secretary of **SYSTEM FUELS, INC.**, that one of the seals 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.

*Chris Screen*  
\_\_\_\_\_  
Notary Public

My Commission expires  
*AT MY DEATH*

STATE OF ARKANSAS )  
 ) ss.:  
COUNTY OF PULASKI )

On this *8* day of *February* 1993, before me personally appeared R. Drake Keith, to me personally known, who, being by me duly sworn, says that he is a President of **ARKANSAS POWER & LIGHT COMPANY**, that one of the seals 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.

*Shelby Hunter*  
\_\_\_\_\_  
Notary Public

My Commission expires  
*3-1-2001*

