



APR 30 1993 11:10 AM

## INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 1, dated as of February 1, 1993, to ASSIGNMENT OF LEASE AND AGREEMENT, dated as of November 2, 1979, between FIRST SECURITY BANK OF UTAH, N.A. (successor to First Security State Bank), acting solely in its capacity as Trustee (the "Trustee") under a Trust Agreement, dated as of July 24, 1979, with the Owners named therein (the "Trust Agreement"), and METROPOLITAN LIFE INSURANCE COMPANY (together with its successors and assigns, the "Vendor").

WHEREAS, the Trustee and the Vendor have heretofore entered into the Assignment of Lease and Agreement, dated as of November 2, 1979 (the "Original Lease Assignment"), relating to the assignment to the Vendor, as collateral security for the obligations of the Trustee under the CSA (as defined in the Original Lease Assignment), of 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"), between the Trustee and System Fuels, Inc., a Louisiana corporation ("SFI"); and

WHEREAS, SFI and Arkansas Power & Light Company, an Arkansas corporation ("AP&L"), have entered into the Assignment and Assumption Agreement, dated as of the date hereof, pursuant to which SFI assigned to AP&L all SFI's right, title and interest under the Original Lease and AP&L unconditionally assumed all of SFI's obligations under the Original Lease; and

WHEREAS, the Trustee and AP&L have entered into Supplement No. 1, dated the date hereof (the "Lease Supplement"), to the Original Lease;

NOW, THEREFORE, in consideration of the premises and of the payment to be made and the covenants herein contained, the parties hereto hereby agree as follows:

#### 1. ASSIGNMENT AS SECURITY

The Trustee hereby assigns, transfers and sets over unto the Vendor, as additional collateral security for the payment and performance of the obligations of the Trustee under the CSA, all the Trustee's right, title and interest under the Lease Supplement to the same extent, but subject to the same limitations, as provided in the Original Assignment with respect to the Original Lease.

2. CONSENT TO AMENDMENTS

The Vendor hereby expressly confirms its consent to the amendments to the Original Lease contained in the Lease Supplement.

3. CONFIRMATION OF ORIGINAL ASSIGNMENT

The Original Assignment is in all respects ratified and confirmed, and the Original Assignment and this Supplement shall be taken as one and the same instrument.

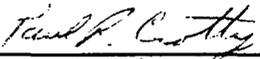
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by duly authorized officers or other persons, as of the date first above written.

FIRST SECURITY BANK OF UTAH, N.A.,  
as Trustee as aforesaid,

By   
Authorized Officer

Attest:  
  
Authorized Officer

METROPOLITAN LIFE INSURANCE COMPANY,  
Vendor

By   
Authorized Officer

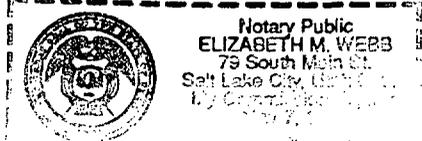
Attest:  
  
Authorized Officer  
Assistant Secretary

SENIOR VICE PRESIDENT

STATE OF Utah )  
 ) ss.:  
COUNTY OF Salt Lake )

On this 12<sup>th</sup> day of April 1993, before me personally appeared Brett R. King, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of **FIRST SECURITY BANK OF UTAH, N.A.**, that one of the seals affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank 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 bank.

Elizabeth M. Webb  
Notary Public



My Commission expires **MAY 7 1993**

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

On this 26<sup>th</sup> day of February, 1993, before me personally appeared Paul R. Grotty, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of **METROPOLITAN LIFE INSURANCE COMPANY**, that one of the seals affixed to the foregoing instrument is the seal of said Company and that said instrument was signed and sealed on behalf of said Company 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 Company.

Thomas C. Hoi  
Notary Public

My Commission expires 2/19/95

THOMAS C. HOI  
Notary Public, State of New York  
No. 31-4277849  
Qualified in New York County  
Commission Expires February 19, 1995

**REID & PRIEST**

40 WEST 57TH STREET  
NEW YORK, N.Y. 10019-4097  
212 603-2000

WASHINGTON OFFICE  
MARKET SQUARE  
701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20004  
202 508-4000  
TELEX: 440630 RP WASH  
FACSIMILE: 202 508-4321

NEW YORK OFFICE  
CABLE ADDRESS: "REIDAFT"  
TELEX: 7105816721 RDPT NYK  
220534 RDPT UR  
FACSIMILE: 212 603-2298  
DIRECT DIAL NUMBER

3-120A010

RECORDATION NO. ~~11047~~ FILED 1425

April 30, 1993  
RECORDATION NO. 11047-F  
FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 11047-F FILED 1425

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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.

*Handwritten signature/initials*



Secretary  
Interstate Commerce Commission

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

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

The names and addresses of the parties to the enclosed 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 Brierley Corporation.

A.A.R. Mechanical  
Designation: GT.



Secretary  
Interstate Commerce Commission

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Lessee's Identification Nos.: SFIX 1 through  
(both inclusive) 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.

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Interstate Commerce Commission

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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

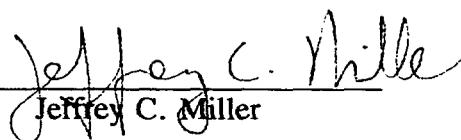
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furnished herewith, and return the extra copy of this letter and the original copy of the documents not needed by the ICC for recordation to the bearer of this letter.

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

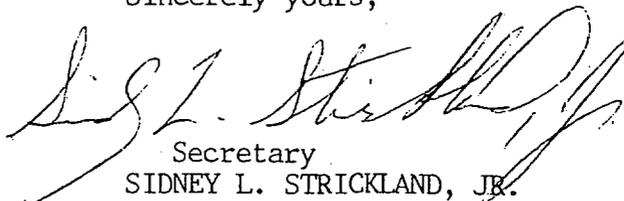
OFFICE OF THE SECRETARY

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).