

**REID & PRIEST**

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

REGISTRATION NO. 14325 E  
FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

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

REGISTRATION NO. 14325 E  
FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

April 30, 1993

NEW YORK OFFICE  
CABLE ADDRESSES: "REIDAPT"  
TELEX: 7105816721 RDPT NYK  
220534 RDPT UR  
FACSIMILE: 212 603-2208  
DIRECT DIAL NUMBER

**BY HAND**

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

REGISTRATION NO. 14325 E  
FILED 1425

APR 30 1993 11:10 AM

INTERSTATE COMMERCE COMMISSION

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 May 15, 1984, a primary document, as defined in 49 CFR 1177.1(a), between Bethlehem Steel Corporation and The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association) (the "Trustee") as trustee, under a Trust Agreement dated as of May 15, 1984, with Progress Leasing Corporation. The recordation number of the primary document is 14325.

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. 1 to Lease of Railroad Equipment, dated as of February 1, 1993, between SFI, as Lessee, and the Trustee.
3. Supplement No. 1 to Assignment of Lease and Agreement, dated as of February 1, 1993, between the Trustee and John Hancock Mutual Life

*C. Crumpton*  
*Washington, D.C.*

Secretary  
Interstate Commerce Commission

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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 State Street Bank and Trust Company of Connecticut, National Association, 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: State Street Bank and Trust  
Company of Connecticut,  
National Association  
Corporate Trust Department  
750 Main Street  
Suite 1114  
Hartford, Connecticut 06103

Vendor: John Hancock Mutual Life Insurance  
Company  
200 Clarendon Street  
Boston, Massachusetts 02117

The documents concern the following equipment:

320 100-ton rotary dump coal cars, manufactured by Bethlehem Steel Corporation.

Secretary  
Interstate Commerce Commission

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A.A.R. Mechanical  
Designation: GT.

Lessee's Identifi-  
cation Nos.: SFIX 2575 through  
(both inclusive) 2891; SFIX 8005  
through 8007.

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 (the "Original Lease"), dated as of May 15, 1984, with The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association), as Trustee, which Original Lease concerns 320 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The Original Lease was filed under Recordation No. 14325-B as a secondary document to the Conditional Sales Agreement (the "CSA"), dated as of May 15, 1984, between Bethlehem Steel Corporation and The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association), as trustee under a Trust Agreement, dated as of May 15, 1984, with Progress Leasing Corporation. The CSA was filed under Recordation No. 14325.

Supplement No. 1 to Lease of Railroad Equipment, between System Fuels, Inc., as Lessee, 639 Loyola Avenue, New Orleans, Louisiana 70113, and State Street Bank and Trust Company of Connecticut, National Association, as Lessor, 750 Main Street, Suite 1114, Hartford Connecticut 06103, dated as of

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April 30, 1993

February 1, 1993, amends the Lease of Railroad Equipment between System Fuels, Inc. and The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association), dated as of May 15, 1984, (the "Original Lease"), to deem all references in the Original 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" in the Original Lease other than in the preambles thereto as ineffectual and deleted. The Original Lease covers 320 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The Original Lease was filed under Recordation No. 14325-B as a secondary document to the Conditional Sales Agreement (the "CSA"), dated as of May 15, 1984, between Bethlehem Steel Corporation and The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association), as trustee under a Trust Agreement, dated May 15, 1984, with Progress Leasing Corporation. The CSA was filed under Recordation No. 14325.

Supplement No. 1 to Assignment of Lease and Agreement between State Street Bank and Trust Company of Connecticut, National Association, as Owner Trustee, 750 Main Street, Suite 1114, Hartford, Connecticut 06103, and John Hancock Mutual Life Insurance Company, as Vendor, 200 Clarendon Street, Boston, Massachusetts 02117, 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. 1 to Lease of Railroad Equipment between System Fuels, Inc., as Lessee, and State Street Bank and Trust Company of Connecticut, National Association, as Lessor, dated as of February 1, 1993, which covers 320 Bethlehem Steel Corporation 100-ton rotary dump coal cars. The Original Lease was filed under Recordation No. 14325-B as a secondary document to the Conditional Sales Agreement (the "CSA"), dated as of May 15, 1984, between Bethlehem Steel Corporation and The Connecticut Bank and Trust Company (succeeded by State Street Bank and Trust Company of Connecticut, National Association), as trustee under a Trust Agreement, dated as of May 15, 1984, with Progress Leasing Corporation. The CSA was filed under Recordation No. 14325.

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

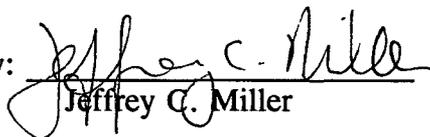
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furnished herewith, and return the extra copy of this letter and the original copy of the documents not needed by the ICC for recordation to the bearer of this letter.

Very truly yours,

REID & PRIEST, Counsel for  
Arkansas Power & Light Company

By:   
Jeffrey C. Miller

Encls.

RECOMMENDATION NO. 14325 F  
FILED 1425  
FEB 9 8 1993 11:19 AM  
INTERSTATE COMMERCE COMMISSION

**SUPPLEMENT NO. 1**

Dated as of *February 1*, 1993

to

**LEASE OF RAILROAD EQUIPMENT**

Dated as of May 15, 1984

Between

**SYSTEM FUELS, INC.**

as Lessee (Arkansas  
Power & Light Company  
successor by assignment),

and

**STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT,  
NATIONAL ASSOCIATION**

(successor to The Connecticut Bank and Trust  
Company, National Association)

not in its individual capacity

but solely as Trustee under a Trust Agreement

dated as of May 15, 1984

with Progress Leasing Corporation,

as Lessor

To the extent, if any, that this Supplement No. 1 constitutes chattel paper (as such term is defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest in this Supplement No. 1 may be created through the transfer or possession of any counterpart of this Supplement No. 1 other than the original executed counterpart, which shall be identified as the counterpart containing the receipt therefor executed by John Hancock Mutual Life Insurance Company on the signature page thereof.

SUPPLEMENT NO. 1, dated as of *February 1*, 1993, to LEASE OF RAILROAD EQUIPMENT, dated as of May 15, 1984, between SYSTEM FUELS, INC., a Louisiana corporation ("SFI") (ARKANSAS POWER & LIGHT COMPANY, an Arkansas corporation ("AP&L"), successor by assignment), and STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION (successor to The Connecticut Bank and Trust Company, National Association), acting not in its individual capacity but solely as Trustee (the "Trustee") under a Trust Agreement dated as of May 15, 1984 with Progress Leasing Corporation.

WHEREAS, SFI and the Trustee have heretofore entered into the Lease of Railroad Equipment, dated as of May 15, 1984 (the "Original Lease"); and

WHEREAS, SFI and AP&L, have heretofore 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;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid under the Original Lease and the covenants herein contained, AP&L and the Trustee hereby agree as follows:

**1. CONFIRMATION OF ASSUMPTION**

AP&L hereby confirms its unconditional assumption of all obligations and liabilities of SFI under the Original Lease and agrees to perform such obligations to the same extent as if AP&L had been designated the "Lessee" under the Original Lease.

**2. CONFIRMATION OF CONSENT**

The Trustee hereby confirms its consent (1) to the assignment by SFI to AP&L of all SFI's right, title and interest under the Original Lease, (2) to the assumption by AP&L of all of SFI's obligations and liabilities thereunder and (3) to the discharge and release of SFI and the stockholders thereof from all of their obligations and liabilities under the Original Lease effective upon the afore-mentioned assumption by AP&L.

**3. RECOGNITION OF RIGHTS OF VENDOR**

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

**4. AMENDMENTS**

From and after the date hereof,

(a) all references to the "Lessee" in the Original Lease, other than the preambles thereto, shall be deemed to refer to AP&L; and

(b) all references to the "Lessee Stockholders" in the Original Lease, other than the preambles thereto, shall be ineffectual and be deemed to have been deleted.

**5. CONFIRMATION OF ORIGINAL LEASE**

Subject to the modifications contained in this Supplement, the Original Lease is in all respects ratified and confirmed, and the Original Lease and this Supplement shall be taken and construed as one and the same instrument.

AP&L, as successor to SFI as Lessee, will, pursuant to Section 6.1 of the Original Lease, indemnify the Owner and hold it harmless from any and all additional Federal, state and local taxes resulting from the assignment of the Original Lease, as if the transactions contemplated hereby were specifically included within said Section 6.1.

**6. NOTICE TO LESSEE**

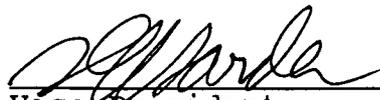
The address of the Lessee for the mailing of all notices is hereby changed from that set forth in the Original Lease to the following: 425 West Capitol Avenue, Capitol Tower Office Building, Little Rock, Arkansas 72201, Attention of President.

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

**ARKANSAS POWER & LIGHT COMPANY**

By   
President

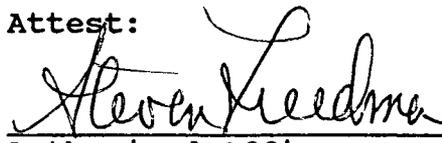
Attest:

  
Vice President -  
Financial Strategies  
and Treasurer

**STATE STREET BANK AND TRUST COMPANY  
OF CONNECTICUT, NATIONAL  
ASSOCIATION**  
not in its individual capacity,  
but solely as Trustee,

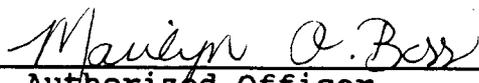
By   
Authorized Officer

Attest:

  
Authorized Officer

Receipt of the foregoing Supplement No. 1 is hereby acknowledged on this 25th day of February, 1993.

**JOHN HANCOCK MUTUAL LIFE INSURANCE  
COMPANY, Vendor**

By   
Authorized Officer

INVESTMENT OFFICER

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.

*Shelley Hunter*  
\_\_\_\_\_  
Notary Public

My Commission expires  
3-1-2001

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

On this 25th day of February 1993, before me personally appeared V. G. ... to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, that the seal affixed to the foregoing instrument is the seal of said association, 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.

*Vicki Lamo*  
\_\_\_\_\_  
Notary Public  
VICKI LAMO  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 31, 1994

My Commission expires

COMMONWEALTH OF Massachusetts,  
COUNTY OF Suffolk ) ss.:

On this 25 day of February 1993, before me personally appeared Marilyn O. Ross, to me personally known, who, being by me duly sworn, says that she is an Authorized Officer of **JOHN HANCOCK MUTUAL LIFE INSURANCE 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 she acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Marie C. O'Brien  
Notary Public

My Commission expires

MARIE C. O'BRIEN, Notary Public  
MY COMMISSION EXPIRES AUGUST 9, 1996

Certificate of Authenticity

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

I, Moira Feeney, have compared the attached copy of Supplement No. 1 to Lease of Railroad Equipment, dated as of February 1, 1993, between System Fuels, Inc., and State Street Bank and Trust Company of Connecticut, National Association, with the executed original of such document and found the copy to be complete and identical in all respects to the original document.

Moira Feeney  
Notary Public

My Commission Expires:

MOIRA FEENEY  
Notary Public, State of N.Y.  
No. 24-4891961  
Qualified in Kings Co.  
Commission Expires 2-18-94