

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

RECORDATION NO. 22032-C FILED

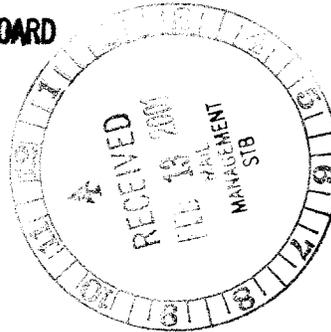
FEB 21 '01 4-39 PM

SURFACE TRANSPORTATION BOARD



February 1, 2001

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



Dear Mr. Secretary:

I have enclosed an original and two original counterparts of an Assignment and Assumption Agreement dated December 31, 2000 ("Second Assignment") 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.

Previously, the parties entered into an Assignment and Assumption Agreement dated July 1, 1999 ("First Assignment"), recorded under Recordation No. 22032-B (sent to your office by our letter dated August 11, 1999) that this Second Assignment is superceding and replacing. In the First Assignment, Cleco Utility Group, Inc. (now known as Cleco Power LLC) assigned its rights and obligations as lessee to Cleco Midstream Resources LLC; in this Second Assignment, Cleco Midstream Resources LLC is assigning those same rights and obligations back to Cleco Utility Group, Inc. (now known as Cleco Power LLC).

The primary document to which the Second 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 was recorded with the First Assignment under Recordation No. 22032-A.

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

Lessor:	General Electric Railcar Services Corporation 33 West Monroe Street Chicago, IL 60603
Original Lessee And New Assignee of Lease and Rider Nos. 1 and 2	Cleco Utility Group, Inc. (now known as Cleco Power LLC) 2030 Donahue Ferry Road Pineville, LA 71361-5000

gyp

Assignor of Lease  
and Rider  
Nos. 1 and 2

Cleco Midstream Resources LLC  
2005 Vandevelde Avenue  
Alexandria, LA 71303

A description of the equipment covered by the Second Assignment follows:

- (1) 120 new Trinity built 4,470 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 licensee's identifying mark CLEX and numbers 2001-2120.
- (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 the \$26.00 recording fee for the Second Assignment is enclosed. Please return to me the two additional counterparts of this document showing on each of the recordation number stamped on the filed document and the date of recordation.

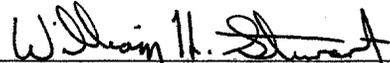
A short summary of the document to appear in the index records follows:

Assignment and Assumption Agreement with attached Lease and Rider Nos. 1 and 2 between General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, IL 60603, as Lessor; and Cleco Utility Group, Inc. (now known as Cleco Power LLC), 2030 Donahue Ferry Road, Pineville, LA 71361, as original lessee and the new lessee by virtue of assignment of the Lease and Rider Nos. 1 and 2 thereto; and covering (1) 120 new Trinity built 4,470 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 4,525 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; with Cleco Midstream Resources, LLC, 2005 Vandevelde Avenue, Alexandria, LA 71303, as the Assignor of the Lessee's rights and obligations under the Lease and Rider Nos. 1 and 2.

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:   
\_\_\_\_\_  
William H. Stewart  
Director – Coal & Transportation

Enclosures



**Cleco Corporation**  
2030 Donahue Ferry Road  
PO Box 5000  
Pineville, LA 71361-5000  
Tel 318 484-7701  
Fax 318 484-7722  
Neal.Chadwick@cleco.com

**R. O'Neal Chadwick, Jr.**  
Manager, Legal Services

**VIA FEDERAL EXPRESS**

February 20, 2001

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

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**SURFACE TRANSPORTATION BOARD**

Attention: Ms. Taledia Stokes

Dear Ms. Stokes:

Pursuant to your telephone call of February 15, 2001 with Mr. Bill Stewart, I am enclosing three originals of Exhibit 1 to the December 31, 2000 Assignment and Assumption Agreement (referred to in our February 1, 2001 letter to you as the Second Assignment). Exhibit 1 is a description of the equipment covered by the Second Assignment. In addition, I am enclosing a check in the amount of \$27.00 to cover the recording fee. With our February 1, 2001 letter to you, we sent you a check for \$26.00. Please return the \$26.00 check together with the two stamped original Agreements.

For your ease of reference, I am also enclosing a copy of our earlier February 1, 2001 letter. If you have any questions, please feel free to call me at (318) 484-7701 or Mr. Bill Stewart at (318) 427-1732.

Sincerely,

  
R. O'Neal Chadwick, Jr.

ROCJR/bap

Enclosures

cc: Mr. Bill Stewart

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

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**SURFACE TRANSPORTATION BOARD**

This Assignment and Assumption Agreement (Assignment), effective this 31st day of December, 2000, is by and between General Electric Railcar Services Corporation (Lessor), Cleco Midstream Resources LLC (Midstream), and Cleco Utility Group, Inc. (Utility).

**RECITALS**

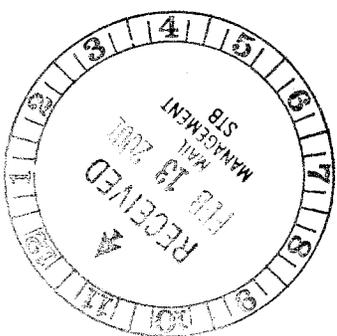
WHEREAS, Lessor and Utility entered into that certain Car Lease No. 6915-97-01 dated November 30, 1998 and Rider Nos. 1 and 2 thereto (collectively the Lease);

WHEREAS, pursuant to that certain July 1, 1999 Assignment and Assumption Agreement (Original Assignment), Utility assigned all of its rights and obligations under the Lease to Midstream, with the consent of Lessor, and as part of the assignment, Cleco Corporation as the holding company for both Utility and Midstream agreed to be liable with Midstream for all its obligations under the Lease;

WHEREAS, for internal control purposes, Midstream and Utility desire that the Lease be reassigned to Utility, and Lessor consents to this reassignment as well as the release of Cleco Corporation and Midstream from all further obligations under the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of this Assignment and the mutual covenants, conditions and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Midstream hereby assigns and transfers to Utility all of its rights, title, interests and obligations in and to the Lease, and Utility does hereby assume all of the rights, title, interests and obligations of Lessee set forth in the Lease, and does hereby agree to be bound by all of the terms and conditions thereof. Lessor agrees and consents to such re-assignment.
2. As of the date hereof, Midstream shall have no obligations or liabilities to Lessor pursuant to the Lease, except those arising prior to the effective date hereof. Moreover, as Utility is being reassigned the Lease, Lessor agrees to release Cleco Corporation from any further liability or obligations under the Lease or Original Assignment, except those arising prior to the effective date hereof.



3. Utility represents that it is in the process of restructuring from a corporation to a limited liability company, with the surviving entity being Cleco Power LLC. Notwithstanding the provisions of paragraph 13 of the Lease, Lessor consents to Cleco Power LLC succeeding to Utility's rights and obligations under the Lease.

WITNESSES:

Laura A. Ward  
Nancy L. Zerk

General Electric Capital Rail Services Corporation

By: [Signature]  
Name: R. L. BACHINSKY  
Title: VICE-PRESIDENT

WITNESSES:

Neal Chubil  
Betty A. Pozzivil

Cleco Utility Group Inc.

By: Mark H. Segura  
Name: MARK H. SEGURA  
Title: EXEC. V.P. & C.O.O.

WITNESSES:

Neal Chubil  
Betty A. Pozzivil

Cleco Midstream Resources LLC

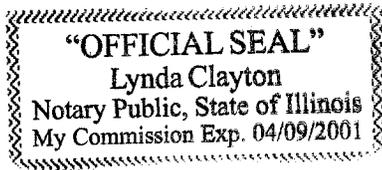
By: [Signature]  
Name: Darrell J. Dubroc  
Title: EXEC. V.P. & C.O.O.

ACKNOWLEDGMENT FOR ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 8<sup>th</sup> day of January, 2000 before me personally appeared Raymond Balkindz to me personally known, who being by me duly sworn, says that he is the vice president of GENERAL ELEC RIC 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.

Given under my hand and official seal this 8<sup>th</sup> day of January, 2000.



Lynda Clayton  
Notary Public

Commission expires: \_\_\_\_\_

SEAL \_\_\_\_\_

STATE OF LOUISIANA )  
 ) SS  
PARISH OF RAPIDES )

On this 16<sup>th</sup> day of JANUARY, 2000 before me personally appeared MARK H. SEGURA to me personally known, who being by me duly sworn, says that he is the EXEC V.P. & C.O.O. 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.

Given under my hand and official seal this 16<sup>th</sup> day of January, 2000.

Carol R. Mads  
Notary Public

Commission expires: at death

SEAL \_\_\_\_\_

ACKNOWLEDGMENT FOR ASSIGNMENT AND ASSUMPTION AGREEMENT

STATE OF LOUISIANA    )  
  ) SS  
PARISH OF RAPIDES    )

On this 16<sup>th</sup> day of January, 2000 before me personally appeared Darrell J. Dubroc, to me personally known, who being by me duly sworn, says that he is the EXEC VP. + C.O.O. of CLECO MIDSTREAM RESOURCES LLC, 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.

Given under my hand and official seal this 16<sup>th</sup> day of January, 2000.

Carol R. Morris  
\_\_\_\_\_  
Notary Public

Commission expires: at death

SEAL \_\_\_\_\_

**EXHIBIT 1**

**EQUIPMENT COVERED UNDER DECEMBER 31, 2000**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

1. 120 new Trinity built 4,470 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 licensee's identifying mark CLEX and numbers 2001-2120.
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.

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