

TRUST COMPANY FOR USL, INC.
P.O. Box 66011 AMF O' Hare
Chicago, Illinois 60666

RECORDATION NO. 8553
Filed & Recorded

NOV 01 1976 10 12 AM

November 1, 1976

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
Washington, D.C.

56.00

Gentlemen:

Enclosed for recordation pursuant to the provisions of Section 20c of the Interstate Commerce Act, as amended, are the original and three counterparts of a Security Agreement-Trust Deed dated as of July 20, 1976.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule I attached to this letter and made a part hereof.

The names and addresses of the parties are:

Debtor: Trust Company for USL, Inc
Trustee under Maine Central Trust No. 3
1211 West 22nd Street
Oak Brook, Illinois

Secured Party: Citicorp Leasing, Inc.
399 Park Avenue
New York, New York

The undersigned is an officer of the Trustee mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the original and one counterpart of the Security Agreement-Trust Deed to Robert C. Nash, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Robert C. Nash
CT. Kappeler

Interstate Commerce Commission
November 1, 1976
Page Two

Also enclosed is a check in the amount of \$50.00
covering the required recording fee.

Very truly yours,

TRUST COMPANY FOR USL, INC., as
Trustee under Maine Central
Trust No. 3

By Richard A. Cozen
Its Vice-President

:NEF

Enclosures

SCHEDULE I

DESCRIPTION OF EQUIPMENT

MANUFACTURER: FMC CORPORATION

PLANT OF MANUFACTURER: Portland, Oregon

DESCRIPTION OF EQUIPMENT: Two hundred (200) 50'6" 75-ton
single sheathed plate "C" box cars
bearing Maine Central Railroad
Company indentifying numbers MEC
31250 to 31449, both inclusive

Interstate Commerce Commission
Washington, D.C. 20423

11/3/76

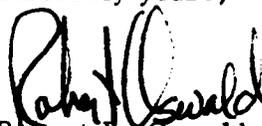
OFFICE OF THE SECRETARY

Robert C. Nash, Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 20(c) of the Interstate Commerce Act, 49 U.S.C. 20(c), on 11/3/76 at 10:50am , and assigned recordation number(s) 8553

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

OCT 25 1976

RECORDATION NO. 0553 Filed & Recorded
Nov. 3 1976 10 10 AM

~~INTERSTATE COMMERCE COMMISSION~~

SECURITY AGREEMENT-TRUST DEED

Dated as of July 20, 1976

FROM

TRUST COMPANY FOR USL, INC.,

as Debtor

TO

CITICORP LEASING, INC.

as Secured Party

Maine Central Trust No. 3

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Attachment to Security Agreement-Trust Deed

- Schedule I -- List of Lenders
- Schedule II -- Description of Equipment

SECURITY AGREEMENT-TRUST DEED

RE:

Maine Central Railroad Company
(Maine Central Trust No. 3)

THIS SECURITY AGREEMENT-TRUST DEED (the "Security Agreement") dated as of July 20, 1976 from TRUST COMPANY FOR USL, INC., an Illinois corporation, as Trustee (the "Debtor") under a Trust Agreement dated as of July 20, 1976, with INTERNATIONAL PAPER LEASING CORPORATION, a Delaware corporation (the "Trustor"), to CITICORP LEASING, INC., a Delaware corporation individually and as agent for the holders of the Notes hereinafter referred (the "Secured Party").

RECITALS:

A. The Debtor and each of the institutional lenders (the "Lenders") named in Schedule I attached hereto and made a part hereof have entered into a Loan Agreement dated as of July 20, 1976 (the "Loan Agreement") providing for the commitment of the Lenders to make loans to the Debtor on or before December 31, 1976 in the maximum aggregate principal amount of \$4,355,000, to be evidenced by

(i) the 11% Secured Notes, Series A (the "Series A Notes") of the Debtor, said Notes to bear interest at the rate of 11% per annum prior to maturity, and to mature in 20 semiannual installments, including both principal and interest, with the final installment payable not later than January 15, 1987, and to be otherwise substantially in the form attached as Exhibit A to the Loan Agreement;

(ii) the 11% Secured Notes, Series B (the "Series B Notes") of the Debtor, said Notes to bear interest at the rate of 11% per annum prior to maturity and to mature in 30 semiannual installments, with the final installment payable not later than January 15, 1992, and to be otherwise substantially in the form attached as Exhibit B to the Loan Agreement.

B. The Series A Notes and the Series B Notes are hereinafter sometimes referred to collectively as the "Notes".

C. The Notes and all principal thereof and interest (and premium, if any) thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security Agreement or the Loan Agreement are hereinafter sometimes referred to as "indebtedness hereby secured".

D. All of the requirements of law have been fully complied with; all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

SECTION 1. GRANT OF SECURITY.

The Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other indebtedness hereby secured and the performance and observance of all covenants and conditions in the Notes and in this Security Agreement and in the Loan Agreement contained, does hereby convey, warrant, mortgage, pledge, assign, and grant the Secured Party, its successors and assigns, a security interest in, all and singular of the Debtor's right, title and interest in and to the properties, rights, interests and privileges described in Sections 1.1 and 1.2 hereof (all of which properties hereby mortgaged, assigned and pledged or intended so to be are hereinafter collectively referred to as the "Collateral").

Section 1.1. Equipment Collateral. Collateral includes the railroad equipment described in Schedule II attached hereto and made a part hereof (collectively the "Equipment" and individually "Item of Equipment") constituting Equipment leased and delivered under that certain Equipment Lease dated as of July 20, 1976 (the "Lease") between the Debtor, as Lessor, and Maine Central Railroad Company, a Maine corporation, as Lessee (the "Lessee"); together with all accessories, equipment, parts and appurtenances appertaining or attached to any of the Equipment hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Equipment, together with all the rents, issues, income, profits and avails therefrom.

Section 1.2. Rental Collateral. Collateral also includes the Lease assigned pursuant hereto, including without limitation, all right, title, interest, claims and demands of the Debtor as lessor in, to and under the Lease, including all extensions of the

term of the Lease, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease, including, without limitation,

(1) the immediate and continuing right to receive and collect all Daily Interim Rental, Fixed Rental and Casualty Value (as each such term is defined in the Lease), insurance proceeds, condemnation awards and all other payments, tenders and security now or hereafter payable or receivable by the lessor under the Lease pursuant thereto,

(2) the right to make all waivers and agreements and to give and receive duplicate copies of all notices and other instruments or communications, and

(3) to take such action upon the occurrence of an Event of Default under the Lease or an event which with the lapse of time or giving of notice, or both, would constitute an Event of Default under the Lease, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease or by law, and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Lease,

it being the intent and purpose hereof that subject always to the exceptions, reservations and limitations contained in Section 1.5 hereof, the assignment and transfer to the Secured Party of said rights, powers, privileges, options and other benefits shall be effective and operative immediately and shall continue in full force and effect, and the Secured Party shall have the right to collect and receive said Daily Interim Rental, Fixed Rental and Casualty Value and other sums for application in accordance with the provisions of Section 4 hereof at all times during the period from and after the date of this Security Agreement until the indebtedness hereby secured has been fully paid and discharged.

Section 1.3. Limitations to Security Interest. The security interest granted by Section 1.1 is subject to (a) the right, title and interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default (but only if such taxes are entitled to priority as a matter of law), or, if delinquent, the validity of which is being contested in good faith.

Section 1.4. Duration of Security Interest. The Secured Party, its successors and assigns shall have and hold the Collateral forever; provided, always, however, that such security interest is granted upon the express condition that if the Debtor shall pay or

cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and the Notes contained, then these presents and the estate hereby granted and conveyed shall cease and this Security Agreement shall become null and void; otherwise to remain in full force and effect.

Section 1.5. Exercise of Lessor's Rights Under Lease Prior to Default. So long as no Event of Default referred to in Section 5.1 hereof or event which with the lapse of time or giving of notice, or both, would constitute an Event of Default ("Default") has occurred and is continuing, the Secured Party will not, without the prior written consent of the Trustor (which consent shall be given or denied within 10 business days after receipt by the Trustor of the request therefor) exercise any of the rights, powers, privileges, options and other benefits of the Debtor as lessor under the Lease assigned or transferred to the Secured Party hereunder except the right to receive and apply the rental and other sums payable under the Lease as provided herein.

SECTION 2. COVENANTS AND WARRANTIES OF THE TRUST.

The Debtor covenants, warrants and agrees as follows:

Section 2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successor and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Loan Agreement were fully set out in an amendment or supplement to this Security Agreement.

Section 2.2. Warranty of Title. The Debtor has the right, power and authority under the Trust Agreement to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming by, through or under the Debtor or the Trustor (excepting only the right, title and interest of the Lessee under the Lease and of persons claiming by, through or under the Lessee).

Section 2.3. Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired. Without limiting the foregoing but in furtherance of the security interest herein granted in the rents and other sums due and to become due under the Lease, the Debtor covenants and agrees that it will notify the Lessee of such assignment pursuant to Section 16 of the Lease and direct the Lessee to make all payments of such rents and other sums due and to become due under the Lease directly to the Secured Party or as the Secured Party may direct.

Section 2.4. After-acquired Property. Any and all property described or referred to in Sections 1.1 and 1.2 hereof which is hereafter acquired shall ipso facto, and without any further conveyance, assignment or act on the part of the Debtor or the Secured Party, become and be subject to the security interest herein granted as fully and completely as though specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

Section 2.5. Recordation and Filing. The Debtor will cause this Security Agreement and all supplements hereto, the Lease and all supplements thereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental Security Agreement an opinion of counsel stating that in the opinion of such counsel this Security Agreement or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

Section 2.6. Modification of the Lease. The Debtor will not:

(a) declare or waive a default or exercise the remedies of the Lessor under, or terminate or modify or accept a surrender of, or offer or agree to, any waiver of default, or any termination or modification or surrender of, the Lease or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate created by the Lease or any part thereof; or

(b) receive or collect or permit the receipt or collection of any payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Secured Party hereunder) any payment then due or to accrue in the future under the Lease in respect of the Equipment; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to the Secured Party hereunder) its interest in the Equipment or any part thereof or in any amount to be received by it from the use or disposition of the Equipment.

Section 2.7. Power of Attorney in Respect of the Lease.

Debtor does hereby irrevocably constitute and appoint the Secured Party, its true and lawful attorney with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all rents, income and other sums which are assigned under Section 1.1 and Section 1.2 hereof with full power to settle, adjust or compromise any claim thereunder as fully as the Debtor could itself do, and to endorse the name of the Debtor on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Debtor or otherwise, which the Secured Party may deem necessary or appropriate to protect and preserve the right, title and interest of the Secured Party in and to such rents and other sums and the security intended to be afforded hereby. The Secured Party shall defend, indemnify and save harmless the Debtor, its successor, agents and assigns from and against any claim, cause of action, damage, liability, cost or expense (including attorneys' fees and costs in connection therewith) incurred as a result of any action taken by the Secured Party under this Section 2.7 which is wrongful or which exceeds the power and authorities herein granted.

SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

Section 3.1. Possession of Collateral. While the Debtor is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always, that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement. It is expressly understood that the use and possession of the Equipment by the Lessee under and subject to the Lease shall not constitute a violation of this Section 3.1.

Section 3.2. Release of Property. So long as no default referred to in Section 14 of the Lease has occurred and is continuing to the knowledge of the Secured Party, the Secured Party shall execute a release in respect of any Item of Equipment designated by the Lessee for settlement pursuant to Section 11 of the Lease upon receipt from the Lessee of written notice designating the Item of Equipment in respect of which the Lease will terminate and the receipt from the Lessee of the Casualty Value payment for such Item of Equipment in compliance with Section 11 of the Lease.

Section 3.3. Release of Equipment - Consent of Noteholders. In addition to the sale, exchange or release pursuant to the foregoing Section 3.2, the Debtor may sell or otherwise dispose of any Equipment subject to the lien of this Security Agreement at the time of such proposed release and the Secured Party shall release the same from the lien hereof to the extent and on the terms and upon compliance with the conditions provided for in any written consent given thereto at any time or from time to time by the holder or holders of the indebtedness hereby secured.

Section 3.4. Protection of Purchaser. No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Secured Party to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser, in good faith, of any item or unit of the Collateral be under obligation to ascertain or inquire into the conditions upon which any such sale is hereby authorized.

SECTION 4. APPLICATION OF ASSIGNED RENTALS AND CERTAIN OTHER MONEYS RECEIVED BY THE SECURED PARTY.

Section 4.1. Application of Rents. As more fully set forth in Section 1.2 hereof the Debtor has hereby granted to the Secured Party a security interest in rents, issues, profits, income and other sums due and to become due under the Lease in respect of the Equipment as security for the Notes. So long as no Default or Event of Default as defined in Section 5.1 hereof has occurred and is continuing:

(a) The amounts from time to time received by the Secured Party which constitute payment of the installments of Daily Interim Rental or Fixed Rental under the Lease shall be applied (when the same become good funds to the Secured Party current in the city of its principal residence) first, to the payment of the installments of principal and interest (and in each case first to interest and then to principal) on the installments of the Notes which have matured or will mature on or before the due date of the installments of Daily Interim Rental or Fixed Rental which are received by the Secured Party, and then the balance, if any, of such amounts shall be paid as soon as practicable (but in any event within 10 days of receipt of such good funds) to or upon the order of the Debtor;

(b) The amounts from time to time received by the Secured Party which constitute settlement by the Lessee of the "Casualty Value" for any Item of Equipment pursuant to Section 11 of the Lease shall be paid and applied (when the same become good funds to the Secured Party current in the city of its principal residence) first, to the payment of the "Prepayment Amount" (as hereinafter defined) on the Notes (so that after giving effect thereto, each of the remaining installments of each Note shall be reduced in the proportion that such Prepayment Amount bears to the unpaid principal amount of the Notes immediately prior to such prepayment), and then the balance, if any, of such Casualty Value shall be paid as soon as practicable (but in any event within 10 days of receipt of such good funds) to or upon the order of the Debtor; and

(c) The amounts from time to time received by the Secured Party which constitute payment or settlement by the Lessee of any and all sums payable by the Lessee (other than those referred to in Subsections (a) or (b) or this Section 4.1), including without limitation, all payments of any indemnity under Sections 6, 10.1, 11 or 21 of the Lease which by the terms of the Lease are payable to the Trustor for its own account, shall be paid (when the same become good funds to the Secured Party current in the city of its principal residence) and applied as soon as practicable (but in any event within 10 days of receipt of such good funds) to or upon the order of the Debtor.

Section 4.2. Multiple Notes. If more than one Note is outstanding at the time any application is made pursuant to Section 4.1, the application shall be made on all outstanding Notes ratably in accordance with the principal amount remaining unpaid thereon and on the installments of each Note, respectively, in the manner provided for by paragraphs (a) and (b) of Section 4.1.

Section 4.3. Prepayment Amount for Any Items of Equipment. The term "Prepayment Amount" for any Item of Equipment shall mean as of any date an amount determined as follows:

The original aggregate principal amount of the Notes shall be divided by the original number of Items of Equipment to determine the "principal secured per Item of Equipment". The principal secured per Item of Equipment shall then be multiplied by the number of Items of Equipment having suffered a Casualty Occurrence (as defined in the Lease) and the resultant amount shall be divided by the original principal amount of the Notes, and the resulting percentage shall be deemed the "Loss Percentage". The Loss Percentage shall then be multiplied by the aggregate principal amount remaining unpaid on the Notes after the Secured Party shall have applied the amounts constituting payment of Daily Interim Rent and Fixed Rentals in accordance with Section 4.1 hereof to determine the amount required as prepayment so that the aggregate principal amount of the Notes then outstanding are fully secured (the "Prepayment Amount").

Section 4.4. Default. If an Event of Default referred to in Section 5.1 hereof has occurred and is continuing, all amounts received by the Secured Party pursuant to Section 1.2 hereof shall be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

Section 5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

- (a) Default in payment of an installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise, and any such default shall continue unremedied for five calendar days; or
- (b) An event of default set forth in Section 14 of the Lease; or
- (c) Default on the part of the Debtor in the due observance or performance of any covenant or agreement to be observed or performed by the Debtor under this Security Agreement, the Loan Agreement, the Lease or the Trust Agreement and such default shall continue unremedied for 30 calendar days; or
- (d) Any representation, recital or warranty made herein or in the Loan Agreement or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, the Lease, the Trust Agreement or the Loan Agreement, or the transactions contemplated therein shall prove to be incorrect or misleading in any material respect; or
- (e) Any claim, lien or charge (other than the Lease and liens, charges and encumbrances which the Lessee is obligated to discharge under Section 9 of the Lease) shall be asserted against or levied or imposed upon the Equipment, and such claim, lien or charge shall not be discharged or removed within thirty calendar days after written notice from the Secured Party or the holder of any Note to the Debtor and the Lessee demanding the discharge or removal thereof; or
- (f) A receiver, liquidator or trustee of the Debtor or the Trustor or of any of the property of any such party, is appointed by court order and such order remains in

effect for more than 45 days; or the Debtor or the Trustor is adjudicated bankrupt or insolvent; or any of the property of any such party is sequestered by court order and such order remains in effect for more than 45 days; or a petition is filed against the Debtor or the Trustor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 45 days after such filing; or

(g) The Debtor or Trustor files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Debtor or Trustor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee or liquidator of the Debtor or the Trustor or of all or any part of the property of any such party.

Section 5.2. Secured Party's Rights. The Debtor agrees that when any "Event of Default" as defined in Section 5.1 has occurred and is continuing, but subject always to Section 7 hereof, the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code of Illinois (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Secured Party may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute.

(a) The Secured Party may, and upon the written request of the holders of 51% of the principal amount of the Notes then outstanding shall, by notice in writing to the Debtor declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable.

(b) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, if this can be done without breach of the peace, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold;

(c) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor and the Trustor once at least ten days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said Collateral, or any part thereof, at public auction to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party or the holder or holders of the Notes, or of any interest therein, or the Trustor may bid and become the purchaser at any such sale;

(d) The Secured Party may proceed to protect and enforce this Security Agreement and said Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the mortgaged property or any part thereof, or subject to the provisions of Section 7 hereof, for the recovery of judgment for the indebtedness hereby secured or for the enforcement of any other proper, legal or equitable remedy available under applicable law;

(e) Subject always to the then existing rights, if any, of the Lessee under the Lease, the Secured Party may proceed to exercise all rights, privileges and remedies of the Lessor under the Lease, and may exercise all such rights and remedies either in the name of the Secured Party or in the name of the Debtor for the use and benefit of the Secured Party.

Section 5.3. Right to Cure. Except as hereinafter provided, if an Event of Default under the Lease of which the Secured Party has knowledge shall have occurred and be continuing, the Secured Party shall give the Debtor and the Trustor not less than ten days' prior written notice of the date (the "Enforcement Date") on which the Secured Party will exercise any remedy or remedies pursuant to this Section 5. In the event of the occurrence of an Event of Default under the Lease in respect of the payment of Interim Rental or Fixed Rental on the day it becomes due and payable (unless there shall have also occurred and be continuing any Event of Default under the Lease other than a failure to pay rental) the Debtor or the Trustor may, prior to the Enforcement Date, pay to the Secured Party an amount equal to any principal and interest (including interest, if any, on overdue payments of principal and interest) then due and payable in respect of the Notes, and such payment by the Debtor or the Trustor shall be deemed to cure any Event of Default under the Lease which would otherwise have arisen on account of the non-payment by the Lessee of such installment of rental under the Lease; provided, however, that the Debtor and the Trustor may not exercise such right more than a total of two times throughout the term of the Lease;

Except as hereinafter in this Section 5.3 provided, any claims of the Debtor or the Trustor against the Lessee or any other party for the repayment of any amount so paid by the Debtor or the Trustor or on account of costs or expenses incurred in connection with such claims shall not impair the prior right and security interest of the Secured Party in and to the Equipment or any rentals or other amounts payable under the Lease. If no other Event of Default shall have occurred and be continuing and if all principal and interest payments due in respect of the Notes have been paid at the time of receipt by the Secured Party from the Lessee of an overdue installment of Interim Rental or Fixed Rental in respect of which the Debtor or the Trustor shall have made payment pursuant to the preceding paragraph of this Section 5.3(a) and interest payable by the Lessee on account of such overdue installment, such installment and interest thereon shall be released as soon as practicable to or upon the order of the Debtor.

Nothing in this Section 5.3 contained shall be deemed to modify or amend any of the provisions of Section 2 hereof or any rights of the Secured Party under this Agreement or render the Secured Party liable to the Debtor or the Trustor for failure to give any notice hereinabove referred to or prevent the Secured Party from terminating any consultations which the Secured Party may have chosen to engage in with the Debtor or the Trustor and in any event to proceed with and enforce any rights of the Secured Party under this Agreement after the giving of notice as herein provided.

Section 5.4. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable

and applicable to the Notes including principal and interest thereof out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

Section 5.5. Waiver by Debtor. To the extent permitted by law, the Debtor covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the property so sold or any part thereof, and, to the full extent legally permitted, hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

Section 5.6. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold and shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns (subject, however, to the then existing rights, if any, of the Lessee under the Lease).

Section 5.7. Application of Sale Proceeds. The proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) First, to the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expenses and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Notes and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made.

(b) Second, to the payment of the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal, interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to unpaid interest thereon, and second, to the unpaid principal thereof; such application to be made upon presentation of the several Notes, and the notation thereon of the payment, if partially paid, or the surrender and cancellation thereof, if fully paid;

(c) Third, to the payment to the Lenders of any amounts then due in respect of the Lessee's indemnities contained in Sections 6, 10.2 and 21 of the Lease, whether or not payable to and for the account of any Lender, which shall be distributed to the Lenders without priority of one over the other, in the proportion that the amount due each such Lender bears to the aggregate amount due to each such Lender in respect of such indemnities;

(d) Fourth, to the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 5.8. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holders of the

Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

Section 5.9. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of any Note to exercise any right or power arising from any default on the part of the Debtor, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or holder of any of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

SECTION 6. THE SECURED PARTY.

Section 6.1. The Secured Party shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care, or for anything whatsoever in connection with this Security Agreement or the Notes or the proceeds thereof except for its own wilful misconduct or gross negligence, nor shall the Secured Party be under any obligation to take any action toward the execution or enforcement of the agency hereby created which in its opinion shall be likely to involve expense or liability, unless as often as required by the Secured Party, the holder or holders of the Notes shall furnish indemnity satisfactory to the Secured Party against such expense or liability.

Section 6.2. The Secured Party shall have a lien for all out-of-pocket expenses and counsel fees and court costs incurred by the Secured Party in any foreclosure, enforcement or other protection of this Security Agreement or the lien hereof, on the Collateral prior to the lien for the benefit of the Notes.

Section 6.3. The Secured Party shall not be responsible for any recitals herein or in the Loan Agreement or for insuring the Collateral, or for the recording, filing or refiling of this Security Agreement, or of any supplemental or further mortgage or trust deed, nor shall the Secured Party be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Debtor contained herein or in the Loan Agreement, and the Secured Party shall be deemed to have knowledge of any default on the part of the Debtor in the performance or observance of any such covenants, conditions or agreements only upon receipt of written notice thereof from the Debtor or one of the holders of the Notes; provided, however, that upon receipt by the Secured Party of such written notice from the Debtor or one of the holders of the Notes, the Secured Party shall promptly notify all holders of Notes of such notice and the default referred to therein.

Section 6.4. Subject to the provisions of Section 6.1 hereof, the Secured Party shall not be liable for any action taken or omitted to be taken in good faith and believed by it to be within the discretion or power conferred upon the Secured Party by this Security Agreement, or be responsible for the consequences of any oversight or error of judgment, and the Secured Party shall be protected in acting upon any notice, consent, certificate or other instrument believed by it to be genuine and correct and to have been signed by the proper person or persons and in conformity with the provisions of this Agreement.

Section 6.5. Notwithstanding anything elsewhere in this Security Agreement contained, the Secured Party shall have the right, but shall not be required, to demand in respect of withdrawal of any cash, the release of any property, the subjection of any after acquired property to the lien of this Security Agreement, or any other action whatsoever within the purview hereof, any showings, certificates, opinions, appraisals or other information by the Secured Party deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

Section 6.6. All moneys received by the Secured Party shall, until used or applied as herein provided, be held for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Secured Party under such general conditions as may be prescribed by law, and the Secured Party shall be under no liability for interest on any moneys received by it hereunder. The Secured Party and any affiliated corporation may become the owner of any Note secured hereby, or the Secured Party may act as depositary or a custodian in respect to other securities of the Debtor or any affiliated corporation, all with the same rights which it would have if not the Secured Party.

Section 6.7. The Secured Party may resign and be discharged of the agency hereby created by giving notice specifying the date when such resignation shall take effect to the Debtor and to the holders of the Notes. Such resignation shall take effect on the day specified in such notice (being not less than 30 days after the first mailing of such notice) unless previously a successor agent shall have been appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor.

The Secured Party may be removed and/or a successor secured party may be appointed at any time by an instrument or concurrent instruments in writing signed and acknowledged by the holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding and delivered to the Secured Party and to the Debtor and, in the case of appointment of a successor secured party, to such secured party.

Each secured party appointed in succession of the Secured Party named in this Security Agreement, or its successor hereunder, shall be acceptable to the holder or holders of at least 66 2/3% in aggregate principal amount of the Notes then outstanding.

Section 6.8. Any company into which the Secured Party or any successor to it as secured party hereunder, may be merged or converted or with which it or any successor to it may be consolidated, or any company resulting from any merger or consolidation to which the Secured Party or any successor to it shall be a party, shall be the successor to the Secured Party under this Security Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Debtor covenants that in case of any such merger, consolidation or conversion it will, upon the request of the merged, consolidated or converted corporation, execute, acknowledge and cause to be recorded or filed suitable instruments in writing to confirm the estates, rights and interest of such corporation as secured party under this Security Agreement.

Section 6.9. Should any deed, conveyance or instrument in writing from the Debtor be required by any successor secured party for more fully and certainly vesting in and confirming to such new secured party such estates, rights, powers and duties, then upon request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered, and shall be caused to be recorded and/or filed, by the Debtor.

Section 6.10. Any new secured party appointed pursuant to any of the provisions hereof shall execute, acknowledge and deliver to the Debtor an instrument accepting such appointment; and there-

upon such new secured party, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers and trusts of its predecessor in the rights hereunder with like effect as if originally named as Secured Party herein; but nevertheless, upon the written request of the Debtor or of the successor secured party, the secured party ceasing to act shall execute and deliver an instrument transferring to such successor secured party, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the secured party so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such secured party to the successor secured party so appointed in its or his place.

Section 6.11. Acceptance of Agency. The Secured Party accepts the agency hereunder and agrees to perform the same, but only upon the terms and conditions herein set forth, to all of which the respective holders of the Notes at any time outstanding agree by their acceptance thereof.

SECTION 7. LIMITATIONS OF LIABILITY.

Anything in this Agreement, the Loan Agreement, the Notes, the Lease, any certificate, opinion or document of any nature whatsoever to the contrary notwithstanding, neither the Secured Party nor the holder of any Note nor the successors or assigns of any of said persons, shall have any claim, remedy or right to proceed (at law or in equity) against the Debtor in its individual corporate capacity or against the Trustor or the Agent, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor, the Trustor or the Agent (except as expressly provided in the Trust Agreement and except in the case of the gross negligence or willful misconduct of any such party, it being understood that the gross negligence or willful misconduct of the Trustor shall not be imputed to the Debtor or the Agent nor shall that of the Trustee or the agent be imputed to the Trustor) for the payment of any deficiency or any other sum owing on account of the indebtedness evidenced by the Notes or for the payment of any liability resulting from the breach of any representation, agreement or warranty of any nature whatsoever, from any source other than the Collateral, and the Secured Party by execution of this Agreement and the holders of the Notes by acceptance thereof waive and release any personal liability of the Debtor in its individual corporate capacity, the Trustor and the Agent or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor, the Trustor or the Agent (except as expressly provided in the Trust Agreement and except for the case of the gross negligence or willful misconduct of any such party, it being understood that the gross negligence or willful misconduct of the Trustor shall not be imputed to the Debtor or the Agent nor shall that of the Trustee or the agent be imputed to the Trustor) for and on account of such indebtedness or such liability, and the Secured Party and the holders of the Notes agree to look solely to the Collateral for the payment of said indebtedness or the satisfaction of such liability; provided, however, nothing herein contained shall limit, restrict or impair the rights of the holder of the Notes

to accelerate the maturity of the Notes upon a default under this Security Agreement; to bring suit and obtain a judgment against the Debtor on the Notes (provided that neither the Debtor in its individual corporate capacity nor the Trustor nor the Agent or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of the Debtor, the Trustor or the Agent shall have any personal liability on any such judgment and the satisfaction thereof shall be limited to the Collateral, including any interest therein of the Debtor, the Trustor and the Agent) or to exercise all rights and remedies provided under this Security Agreement or otherwise realize upon the Collateral, including the right to proceed against the Lessee under the Lease.

SECTION 8. SUPPLEMENTAL SECURITY AGREEMENTS; WAIVERS.

Section 8.1. Supplemental Security Agreements Without Noteholders' Consent. The Debtor and the Secured Party from time to time and at any time, subject to the restrictions in this Security Agreement contained, may enter into an agreement or agreements supplemental hereto and which thereafter shall form a part hereof for any one or more or all of the following purposes:

(a) to add to the covenants and agreements to be observed by, and to surrender any right or power reserved to or conferred upon the Debtor;

(b) to subject to the security interest of this Security Agreement additional property hereafter acquired by the Debtor and intended to be subjected to the security interest of this Security Agreement, and to correct and amplify the description of any property subject to the security interest of this Security Agreement;

(c) to permit the qualification of this Security Agreement under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, except that nothing herein contained shall permit or authorize the inclusion of the provisions referred to in Section 316(a)(2) of said Trust Indenture Act of 1939 or any corresponding provision in any similar Federal statute hereafter in effect; or

(d) for any other purpose not inconsistent with the terms of this Security Agreement, or to cure any ambiguity or cure, correct or supplement any defect or inconsistent provisions of this Security Agreement or any supplement;

and the Debtor covenants to perform all requirements of any such supplemental agreement. No restriction or obligation imposed upon the Debtor may, except as otherwise provided in this Security Agreement, be waived or modified by such supplemental agreements, or otherwise.

Section 8.2. Waivers and Consents by Noteholders; Supplemental Security Agreements with Noteholders' Consent. Upon the waiver or consent of the holders of at least 66 2/3% in aggregate principal amount of the Notes (a) the Debtor may take any action prohibited, or omit the taking of any action required, by any of the provisions of this Security Agreement or any agreement supplemental hereto, or (b) the Debtor and the Secured Party may enter into an agreement or agreements supplemental hereto for the purpose of adding, changing or eliminating any provisions of this Security Agreement or of any agreement supplemental hereto or modifying in any manner the rights and obligations of the holders of the Notes and the Debtor; provided, that no such waiver or supplemental agreement shall (i) impair or affect the right of any holder to receive payments or prepayments of the principal of and payments of the interest and premium, if any, on its Note, as therein and herein provided, without the consent of such holder, (ii) permit the creation of any lien or security interest with respect to any of the Collateral, without the consent of the holders of all the Notes at the time outstanding, (iii) effect the deprivation of the holder of any Note of the benefit of the security interest of this Security Agreement upon all or any part of the Collateral without the consent of such holder, (iv) reduce the aforesaid percentage of the aggregate principal amount of Notes, the holders of which are required to consent to any such waiver or supplemental agreement pursuant to this Section, without the consent of the holders of all of the Notes at the time outstanding, or (v) modify the rights, duties or immunities of the Secured Party, without the consent of the holders of all of the Notes at the time outstanding.

Section 8.3. Notice of Supplemental Security Agreements. Promptly after the execution by the Debtor and the Secured Party of any supplemental agreement pursuant to the provisions of Section 8.1 or 8.2 hereof, the Secured Party shall give written notice, setting forth in general terms the substance of such supplemental agreement, together with a conformed copy thereof, mailed, first-class, postage prepaid, to each holder or the Notes. Any failure of the Secured Party to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

Section 8.4. Opinion of Counsel Conclusive as to Supplemental Security Agreements. The Secured Party is hereby authorized to join with the Debtor in the execution of any such supplemental

agreement authorized or permitted by the terms of this Security Agreement and to make the further agreements and stipulations which may be therein contained, and the Secured Party may receive an opinion of counsel as conclusive evidence that any supplemental agreement executed pursuant to the provisions of this Section 8 complies with the requirements of this Section 8.

SECTION 9. MISCELLANEOUS.

Section 9.1. Successors and Assigns. Whenever any of the parties hereto is referred to such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Section 9.2. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid, provided that nothing contained in this Section 9.2 shall be construed to be in derogation of any rights or immunities of the Debtor in its individual capacity or the Trustor or the Agent, under Section 7 hereof, or to amend or modify any limitations or restrictions of the Secured Party or the holder of any Note or their respective successors or assigns under said Section 7.

Section 9.3. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered, postage prepaid, addressed as follows:

If to the Debtor: Trust Company for USL, Inc.,
Trustee under Maine Central
Trust No. 3
1211 West 22nd Street
Chicago, Illinois 60521

With copies to: United States Leasing International,
Inc. (Maine Central Trust No. 3)
633 Battery Street
San Francisco, California 94119
Attention: Vice President-Lease
Underwriting Group

International Paper Leasing
Corporation
220 East 42nd Street
New York, New York 10017
Attention: Vice President-Special
Financing

If to the Secured
Party:

Citicorp Leasing, Inc., as
Secured Party under Security
Agreement dated as of
July 20, 1976
399 Park Avenue
New York, New York 10022
Attention: Manager-Contract
Administration

or to the Debtor or the Secured Party at such other address as the Debtor or the Secured Party may designate by notice duly given in accordance with this Section to the other party.

Section 9.4. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all indebtedness secured hereby has been fully paid or discharged.

Section 9.5. Governing Law. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of the State of Illinois; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable federal statute, rule or regulation.

Section 9.6. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

Section 9.7. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Security Agreement nor shall they affect its meaning, construction or effect.

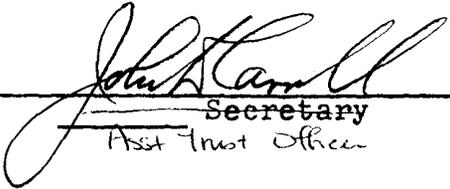
Section 9.8. Effective Date. This Security Agreement is dated as of the date designated in the initial paragraph hereof for convenience of identification and has been executed by the Debtor on the date shown in the acknowledgment attached hereto, but is delivered by the Debtor to the Secured Party and becomes effective on the date of purchase of the Notes by the Lenders and the filing

and recording of this Security Agreement with the Secretary of the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be executed and Citicorp Leasing Inc., in evidence of its acceptance of the agency hereby created, has caused this Security Agreement to be executed on its behalf by one of its Vice Presidents and its corporate seal to be hereunto affixed, and said seal and this Security Agreement to be attested by one of its Assistant Secretaries, all as of the day and year first above written.

(CORPORATE SEAL)

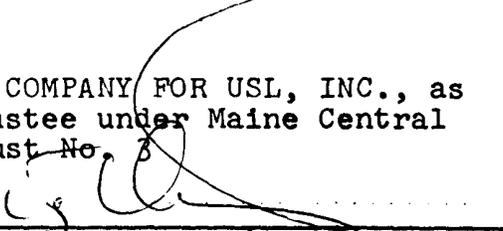
ATTEST:



Secretary
Asst Trust Officer

TRUST COMPANY FOR USL, INC., as
Trustee under Maine Central
Trust No. 3

By



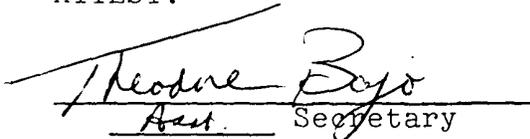
Its Trust Officer

DEBTOR

CITICORP LEASING, INC., as Secured
Party as aforesaid

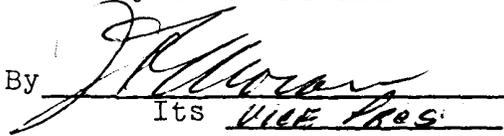
(CORPORATE SEAL)

ATTEST:



Asst. Secretary

By



Its VICE PRES

SECURED PARTY

SCHEDULE I TO SECURITY AGREEMENT-TRUST DEED

<u>Name of Lender</u>	<u>Maximum Loan Commitment</u>	<u>Series of Notes</u>
CITICORP LEASING, INC. 399 Park Avenue New York, New York 10022 Attention: Manager, Contract Administration	\$3,050,000	Series A
 CANAL NATIONAL BANK One Canal Plaza Portland, Maine 04111 Attention: Michael Yandell Senior Vice President	 \$1,000,000	 Series B

SCHEDULE II TO SECURITY AGREEMENT-TRUST DEED

DESCRIPTION OF EQUIPMENT

MANUFACTURER:	FMC CORPORATION
PLANT OF MANUFACTURER:	Portland, Oregon
DESCRIPTION OF EQUIPMENT:	Two hundred (200) 50'6" 75-ton single sheathed plate "C" box cars bearing Maine Central Railroad Company identifying numbers MEC 31250 to 31449, both inclusive