

WHITMAN & RANSOM

1333 NEW HAMPSHIRE AVE., N.W.  
WASHINGTON, D.C. 20036  
202-785-1600  
444 SOUTH FLOWER STREET  
LOS ANGELES, CA 90071  
213-485-1080

522 FIFTH AVENUE  
NEW YORK, N.Y. 10036  
212-575-5800  
CABLE: WHITSON, N.Y.  
OR  
BENGOSHI, N.Y.  
TELEX: 12-5109 (WU)  
238436 (RCA)  
PANAFAX: 212-354-5533  
DEX: 212-921-7654

100 FIELD POINT ROAD  
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170 OLD COUNTRY ROAD  
MINEOLA, NEW YORK 11501  
516-742-7626

262A070

RECORDATION FILE 1983  
4822-J

No. SEP 19 1983

Date

Fee \$ 50.00

ICC Washington, D.C.

SEP 19 1983 11 12 PM

INTERSTATE COMMERCE COMMISSION

September 19, 1983

Ms. Agatha L. Margenovich  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Documents for Recordation

Dear Ms. Margenovich:

On behalf of United States Trust Company of New York, as Owner-Trustee, we enclose two counterparts of the following document for filing and recordation pursuant to Section 11303 of Title 49 of the U.S. Code:

Railroad Equipment Lease Agreement, a secondary document, dated as of September 9, 1983 between United States Trust Company of New York, as Owner-Trustee (Lessor) and Bangor and Aroostook Railroad Company (Lessee).

The primary document to which this Railroad Equipment Lease Agreement is related is recorded under Recordation No. 8822-A.

We request that this document be cross-indexed under the names of First Security State Bank; First Security Bank of Utah, National Association; Itel Corporation; SSI Rail Corp.; Bangor and Aroostook Railroad Company; and United States Trust Company of New York.

The names and addresses of the parties to the aforementioned document are as follows:

1) Lessor:

United States Trust Company  
of New York, as Owner-Trustee  
45 Wall Street  
New York, New York 10005

*Handwritten signature: Agatha L. Margenovich*

Ms. Agatha L. Margenovich

-2-

September 19, 1983

2) Lessee:

Bangor and Aroostook Railroad  
Company  
North Maine Junction Park, RR2  
Bangor, Maine 00401

The equipment covered by the document hereby submitted for recordation consists of the following:

One hundred (100) 70 ton, 50' 6" Boxcars with 10' sliding doors and 10" end-of-car cushioning AAR mechanical designation XM, bearing Road Numbers AHW 301-400, both inclusive, to be restencilled BAR 5400-5499, both inclusive.

Also enclosed is a check in the amount of \$50.00 payable to the Interstate Commerce Commission representing the fee for recording the Railroad Equipment Lease Agreement pursuant to 49 CFR 1177.3 (2)(c).

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

Railroad Equipment Lease Agreement between United States Trust Company of New York, as Owner-Trustee (Lessor), 45 Wall Street, New York, New York 10005 and Bangor and Aroostook Railroad Company (Lessee), North Maine Junction Park, RR2, Bangor, Maine 00401, dated September 9, 1983 and covering 100 70 ton, 50' 6" Boxcars with 10' sliding doors and 10" end-of-car cushioning, AAR Mechanical Designation XM, bearing Road Numbers AHW 301-400, both inclusive, to be restencilled BAR 5400-5499, both inclusive, and related to an Equipment Trust Agreement dated March 15, 1977 with Recordation No. 8822-A.

Please return confirmation of filing to the waiting messenger. Thank you for your attention.

Very truly yours,

  
Yutaka Ishizaka  
Law Clerk

Enclosures

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

9/19/83

OFFICE OF THE SECRETARY

**Yutaka Ishizaka**  
**Law Clerk**  
**Whitman & Ransom**  
**522 Fifth Avenue**  
**New York, N.Y. 10036**

Dear **Ms. Ishizaka:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **9/19/83** at **1:40pm**, and assigned re-  
recording number(s). **8822-J**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SEP 19 1983 11 42 PM

RAILROAD EQUIPMENT LEASE AGREEMENT  
INTERSTATE COMMERCE COMMISSION

Date: September 9, 1983

Lessor: United States Trust Company of New York, not in its individual capacity but solely as Owner-Trustee under a Trust Agreement dated as of September 1, 1983  
45 Wall Street  
New York, New York 10005

Lessee: Bangor and Aroostook Railroad Company  
North Maine Junction Park, RR 2  
Bangor, Maine 00401

1. Lease of Units. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, subject to the provisions of this Railroad Equipment Lease Agreement (together with all supplements, equipment schedules, exhibits and riders hereto, "this Lease"), the units of railroad equipment (together with all parts, attachments, additions, replacements and repairs incorporated therein or affixed thereto, the "Units" or, individually, a "Unit") listed in Schedule A attached hereto.

2. Term; Rent; Taxes and Other Impositions; Late Payments. (a) The term of this Lease (the "Term") as to any Unit shall be a continuous period which shall commence on the date hereof and shall extend to, and shall expire (unless sooner terminated pursuant to the provisions of this Lease) on, the tenth anniversary of the First Rent Date, as hereinafter defined.

(b) Lessee shall pay to Lessor, as rental ("Rent") for the use of the Units during the Term hereof, 120

consecutive monthly payments, payable in advance, each of which payments is to be in an amount equal to \$150 per Unit per month for all Units listed in Schedule A hereto. The first such monthly payment for all Units shall be due and payable on the date seven days after the fiftieth Unit is accepted into interchange pursuant to paragraph 4 hereof, but in no event later than 30 days after the date the first Unit is so accepted into interchange (the "First Rent Date"), and each succeeding monthly payment shall be due and payable on the same numerical date in each succeeding month.

(c) Lessee shall pay, when due, all taxes (including, without limitation, sales, use, excise, gross receipts, value added, personal property, stamp, documentary and ad valorem taxes), levies, imposts, duties, charges, license and registration fees, assessments or withholdings of any nature whatsoever, together with any penalties, additions to tax, fines or interest thereon (collectively, "Impositions"), imposed with respect to the purchase, leasing, ownership, possession, use, sale, delivery, transfer of title, operation, return or other disposition of the Units during the Term hereof; provided, however, that Lessee need not pay any such Impositions if and to the extent that such Impositions are being contested by Lessee in good faith by due diligence and by appropriate proceedings and if and as long as such proceedings do not involve, in Lessor's good faith judgment, any risk of the sale, forfeiture or loss of the Units or any interest therein. Lessee shall also pay, or

shall reimburse Lessor upon demand for, all taxes (except Federal or state net income taxes) imposed on Lessor or Lessee with respect to the Rent payable hereunder. Lessee shall file all required reports or returns with respect to such Impositions and shall furnish copies thereof to Lessor. In the event Lessor shall prepare or file any reports or returns with respect to such Impositions, then Lessee shall, at its own expense, cooperate with and assist Lessor in connection with such preparation or filing.

(d) In the event that any Rent or other payment due under this Lease shall not be paid when due, Lessee shall pay to Lessor, on demand, interest on such overdue payment at the lesser of the maximum rate of interest permitted by applicable law or three percent (3%) per annum above the base rate charged from time to time by The Chase Manhattan Bank (National Association) in New York City on 90-day loans to substantial commercial borrowers.

(e) Lessee shall pay when due all costs of whatsoever nature relating to or associated with the possession, use, purchase or control of the Units hereunder.

3. Place of Payment; Net Lease. All amounts payable to Lessor hereunder shall be paid at Lessor's office at the address set forth above, to the attention of the Corporate/Municipal Trust and Agency Division, unless Lessor directs otherwise, and shall be paid without any notice, demand, deduction, set-off, counterclaim, defense or recoupment whatsoever, with respect to each of which Lessee

hereby waives (to the extent permitted by applicable law) all rights that it might otherwise have, now or at any time hereafter. Lessee agrees that this Lease is a Net Lease, and that Lessee's obligation to pay all amounts due hereunder is absolute and unconditional and shall not be affected by any circumstance whatsoever, including, without limitation, any defect in any of the Units, any defect in title to or any lien or encumbrance on any of the Units, any damage to or loss or destruction of any of the Units or any interruption or cessation of use or possession of any of the Units by Lessee for any reason. Lessee hereby waives (to the extent permitted by applicable law) any and all rights that it now may have or that at any time hereafter may be conferred upon it, by statute or otherwise, to terminate or cancel this Lease, except in accordance with the express provisions hereof. Each payment made by Lessee hereunder shall be final, and Lessee agrees not to seek to recover all or any part of any such payment for any reason whatsoever.

4. Inspection; Delivery and Acceptance; Certificate of Acceptance.

(a) On or after the date on which Lessor receives an opinion of counsel to Lessee, in form and substance satisfactory to Lessor, Lessor shall cause the Units stored on the tracks of the Ahnapee and Western Railway Company (the "AHW") and the tracks of the railroads listed on Schedule B attached hereto to be tendered to the Lessee by the AHW, which is currently storing the Units pursuant to the Storage

Agreement dated as of January 15 1983, such tender to be made at the places of delivery set forth in Schedule B. Upon such tender and upon acceptance of such Units into interchange, the AHW, as agent for Lessee pursuant to a Letter Agreement dated September 1, 1983, shall execute and deliver to Lessor a Certificate of Acceptance (the "Certificate of Acceptance") in the form attached hereto as Exhibit C with respect to such Units. On delivery of each Unit hereunder at the place specified for delivery, Lessee will assume all responsibility and risk of any damage to or loss of such Unit, and shall not be released from its obligations hereunder in any such event.

(b) The execution and delivery by the AHW as agent for Lessee of a Certificate of Acceptance with respect to the Units pursuant to Section 4(a) hereof shall conclusively establish that such Units are in interchange condition and are accepted by Lessee under this Lease, notwithstanding any defect with respect to design, manufacture or condition or in any other respect, and shall conclusively establish as between Lessor and Lessee that such Units are in good order and condition and conform to the specifications applicable thereto and to all applicable United States Department of Transportation and Interstate Commerce Commission requirements and specifications, if any, and to all standards recommended by the Association of American Railroads applicable to railroad equipment of the character of the Units as of the date of this Lease.

5. Disclaimer of Warranties by Lessor. (a) Lessee agrees that LESSOR SUPPLIES THE UNITS TO LESSEE "AS IS" AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, OPERATION, TITLE, MERCHANTABILITY, FITNESS (FOR USE OR FOR ANY PARTICULAR PURPOSE), DESIGN, CAPACITY OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE UNITS OR ANY COMPONENTS THEREOF, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER, WRITTEN OR ORAL. Lessee further agrees that LESSOR SHALL NOT BE RESPONSIBLE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE (DIRECT OR CONSEQUENTIAL) OR EXPENSE, OF ANY KIND OR NATURE, CAUSED DIRECTLY OR INDIRECTLY BY THE UNITS, OR ANY INADEQUACY THEREOF OR DEFECT (LATENT OR PATENT) THEREIN, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE THEREOF.

6. Reports; Inspection. (a) Lessee shall furnish to Lessor (i) within 90 days after the end of each fiscal year of Lessee, copies of Lessee's financial statements for such fiscal year, certified by a recognized firm of independent certified public accountants, or, if the certification by such certified public accountants is not available, certified by the chief financial officer of Lessee, (ii) within 60 days after the end of each of the first three fiscal quarters of each fiscal year of Lessee, copies of Lessee's financial statements for such fiscal quarter and for the portion of such fiscal year elapsed through the end of such fiscal quarter, certified by the chief financial officer of Lessee, (iii) on the date on which

the financial statements referred to in clause (i) above are submitted to Lessor (and at such other times as Lessor may reasonably request), a written report (A) describing the condition of the Units and the maintenance program being followed with respect thereto and (B) stating that in the case of all Units repainted during the period covered by such report, the markings required by paragraph 7(a)(v) hereof shall have been preserved or replaced, (iv) on the date hereof, on the date on which the financial statements referred to in clauses (i) and (ii) above, and at such other times as Lessor may reasonably request, a written report stating the total amount reserved in any self-insurance fund maintained by Lessee, and any changes in such fund(s) from the prior report, and (v) promptly after the occurrence thereof, (A) written notification, in reasonable detail, as to any accident, claim or demand relating to any of the Units or to the ownership, operation or condition thereof (together with copies of all documents pertaining to such accident, claim or demand) and (B) written notification, in reasonable detail, as to the attachment of any tax lien on the Units.

(b) Lessor shall have the right, on request at its expense, to inspect and examine the Units and any records relating to the maintenance or operation thereof at any reasonable time; provided, however, that Lessor shall be under no duty to make any such inspection or examination at any time and shall be subject to no liability by reason of not making the same.

7. Use, Operation, Possession and Repair;  
Indemnification; Compliance with Law. (a) Lessee hereby  
agrees that Lessee:

(i) will use the Units solely in the ordinary course of its business and only in the manner for which they were designed or intended and so as to subject them only to ordinary wear and tear;

(ii) will not, without the prior written consent of Lessor, assign, transfer or encumber its leasehold interest under this Lease in any of the Units and will not, without prior written consent of Lessor, which consent shall not be unreasonably withheld, enter into any sublease with respect to, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of subsection (iii) of this paragraph; provided, however, that any assignment or sublease entered into by Lessee hereunder shall provide (A) that the Units shall be used only as provided in subsection (a)(iii) of this paragraph 7, (B) that the rights of the assignee or sublessee under such assignment or sublease shall be expressly subject and subordinate to all of the terms and conditions of this Lease and to Lessor's right to repossess the Units hereunder, and (C) that no assignment or sublease entered into by Lessee hereunder shall relieve Lessee of any of its liabilities or obligations hereunder which shall be and remain those of a principal and not a surety;

(iii) as long as no Event of Default or Incipient Default, as hereinafter defined, shall have occurred and be continuing, will use the Units upon the lines of railroad owned or operated by it (either alone or jointly) or by any corporation, a majority of whose voting stock (i.e., having ordinary voting power for the election of a majority of its Board of Directors) is owned directly or indirectly by Lessee, or upon lines of railroad over which the Lessee or such corporation has trackage or other operating rights or over which equipment of Lessee is regularly operated pursuant to contract or upon connecting and other carriers in the usual interchange of traffic or pursuant to run-through agreements, but only upon, and subject to, all the terms and conditions of this Lease; provided, however, that, notwithstanding the foregoing, Lessee shall at no time throughout the term of this Lease assign or permit the assignment of any Unit to service (including, without limitation, the regular operation or maintenance thereof) outside the continental United States, and the Lessee agrees that any use of the Units outside the continental United States shall be de minimis;

(iv) will at all times, at Lessee's expense, keep the Units free and clear of all liens, charges and other encumbrances whatsoever other than Permitted Liens (as defined in the last sentence of this paragraph 7(a)) and free and clear of all Impositions (other than Impositions that are being contested by Lessee in full accordance with, and to the

extent permitted by. paragraph 2(c) above) that might in any way affect the title of Lessor to the Units, or Lessor's security interest in the Units, or result in any encumbrance upon the same;

(v) will cause each Unit to be kept numbered with its road number as set forth in Schedule A hereto or with such other appropriate road number as shall be approved by the Owner Trustee, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked by a plate or stencil printed in contrasting colors upon each side of each Unit in letters not less than one inch in height as follows:

Leased from United States Trust Company of  
New York, as Owner-Trustee, and Subject to a  
Security Interest Recorded with the I.C.C.

with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the title of Lessor to such Unit, its rights under this Lease and the rights of any assignee under paragraph 20 hereof, will not place any such Unit in operation or exercise any control or dominion over the same until the required legend shall have been so marked on both sides thereof and will replace promptly any such name or names and word or words which may be removed, defaced, obliterated or destroyed and will not change the road number of any Unit except with the consent of Lessor and in accordance with a statement of new road numbers to be substituted therefor, which statement previously shall have been delivered to Lessor by Lessee and

filed, recorded or deposited in all public offices where this Lease shall have been filed, recorded or deposited;

(vi) except as above provided, will not allow the name of any person, association or corporation to be placed on the Units as a designation that might be interpreted as a claim of interest or ownership; provided, however, that Lessee may cause the Units to be lettered with the names or initials or other insignia customarily used by Lessee or its affiliates on railroad equipment used by it of the same or a similar type for convenience of identification of the right of Lessee to use the Units under this Lease;

(vii) will maintain the Units, at Lessee's expense, in the same operating order, repair and condition as when received by Lessee hereunder, ordinary wear and tear excepted, and in compliance with all applicable laws, rules and regulations, and, suitable for interchange in accordance with the Interchange Rules of the Association of American Railroads (or any successor organization having responsibility for matters pertaining to the interchange of freight traffic) (the "Interchange Rules") and all requirements of the insurance policies referred to in paragraph 8 below;

(viii) will furnish, at Lessee's expense, all parts (including replacement parts), supplies, services and utilities necessary to the operation or maintenance of the Units, all of which shall immediately become the property of Lessor; provided, however, that Lessee shall make no other

additions or improvements to any Unit unless the same are readily removable without causing material damage to such Unit. Title to any such readily removable additions or improvements shall remain with Lessee. If Lessee shall at its cost cause such readily removable additions or improvements to be made to any Unit, Lessee may, or at the request of Lessor, Lessee shall, prior to the return of such Unit to Lessor hereunder, remove the same at its own expense without causing material damage to such Unit;

(ix) will, prior to the delivery of any Unit pursuant to the Lease, cause the Lease and all related documents to be duly filed and recorded with the Interstate Commerce Commission pursuant to the provisions of the Interstate Commerce Act and will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register deposit, and record (and will refile, reregister, redeposit and rerecord whenever required) any and all further instruments required by law or reasonably requested by Lessor for the purpose of protecting Lessor's title to and security interest in the Units, or for the purpose of carrying out the intention of this Lease and any related documents, and will deliver to Lessor proof of such filings and pay all costs, charges, and expenses incident to any such filing, refiling, recording, rerecording, depositing or redepositing of any such instruments or incident to the taking of such action.

For purposes hereof, "Permitted Liens" shall mean

and include only (A) the interest of Lessee under this Lease, (B) liens for taxes either not yet due or being contested by Lessee in full accordance with, and to the extent permitted by, the provisions of this Lease, (C) liens resulting solely from acts on the part of Lessor that are not contemplated by this Lease or by any other document to be executed and delivered by Lessee in connection with the transactions contemplated hereby ("Lessor's Liens") and (D) inchoate materialmen's or mechanic's liens arising in the ordinary course of Lessee's business and securing sums either not yet delinquent or being contested by Lessee in good faith by due diligence and by appropriate proceedings, if and as long as such proceedings do not involve, in Lessor's good faith judgment, any risk of the sale, forfeiture or loss of the Units or any interest therein.

(b) Lessee assumes responsibility for all costs incurred in connection with the use and operation of the Units and assumes all risks of loss, theft, condemnation or destruction of, or damage to, the Units and all risks of any injuries or damages incident thereto, whether to employees, agents or property of Lessee, Lessor or third parties. Lessee will hold Lessor harmless from all of the above and from all losses, damages, penalties, liabilities and expenses (including, without limitation, attorneys' fees), howsoever arising, incurred because of or with respect to (i) the Units or any portion thereof or the actual or alleged acquisition, delivery, management, control, ownership, maintenance,

condition, defect (whether or not discoverable by Lessor or Lessee), storage, return, repossession, surrender, sale or other disposition thereof (including, without limitation, claims for patent, trademark or copyright infringement, actual or alleged, in respect of the Units), (ii) any act or omission of Lessee hereunder, (iii) the imposition of strict or absolute liability in tort. It is understood and agreed that Lessee shall in no event be required to indemnify Lessor under this paragraph 7(b) against any loss or liability to the extent that the same arises solely by reason of Lessor's own gross negligence or willful misconduct. If either Lessor or Lessee shall obtain knowledge of any matter with respect to which Lessor would be entitled to indemnification under this paragraph 7(b), such party shall give prompt written notice thereof to the other party, but no failure to give or receive any such notice shall relieve Lessee from any obligation to indemnify Lessor pursuant hereto. In the event that any action, suit, proceeding or other claim is brought or made by a third party against Lessor in connection with any matter with respect to which Lessor would be entitled to indemnification under this paragraph 7(b), Lessee will cooperate fully with Lessor in defending against such action, suit, proceeding or other claim. The indemnities provided herein shall survive the expiration or termination of this Lease with respect to all events, facts, conditions or other circumstances occurring or existing prior to such expiration or termination.

(c) Lessee agrees to comply with all governmental laws, regulations, requirements and rules (including, without limitation, the rules of the United States Department of Transportation, the Interstate Commerce Commission and, to the extent applicable, the current Interchange Rules or supplements thereto) with respect to the use and maintenance of each Unit subject to this Lease. In case any equipment or appliance is required to be altered, added, replaced or modified on any Unit in order to comply with such laws, regulations, requirements and rules, Lessee agrees to make such alterations, additions, replacements and/or modifications at its own expense and title thereto shall be immediately vested in the Lessor; provided, however, that Lessee may in good faith and by appropriate legal proceedings, contest the validity or application of any such law, regulation, requirement or rule in any reasonable manner which does not in the opinion of Lessor adversely affect the property rights or interests of Lessor in the Units or hereunder.

(d) Lessee agrees at its expense to prepare and deliver to Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of Lessor) any and all reports (other than income tax returns) to be filed by Lessor with any federal, state or other regulatory authority by reason of the ownership by Lessor of the Units or the leasing thereof to Lessee.

8. Insurance. (a) Lessee shall, at its own cost,

maintain in effect throughout the Term and during any storage period thereafter, with financially sound and reputable insurers acceptable to Lessor, "all risk" insurance, in form and substance satisfactory to Lessor, insuring against loss or damage to the Units in an amount equal to the greater of the amount set forth in the Interchange Rules as being applicable to the loss of the Units (the "AAR Value") or the Stipulated Loss Value of the Units, as specified in Schedule D hereto; provided, however, that Lessee may, at its option, in good faith self-insure the aforementioned risks with respect to the Units in a manner consistent with industry practice and Lessee's practice for self-insuring such risks with respect to other railroad rolling stock owned or operated by it (except that Lessee may not self-insure such risks at any time after Lessor has determined in good faith, which determination shall be conclusive and binding on Lessee, that there has been any material adverse change in the financial condition of Lessee, or any material reduction in the level of Lessee's self-insurance fund, since the date of this Lease).

(b) Lessee shall, at its own cost, maintain in effect throughout the Term and during any storage period thereafter, with financially sound and reputable insurers acceptable to Lessor, comprehensive general public liability insurance with respect to the Units, in form and substance satisfactory to Lessor, insuring against loss or damage to the persons and property of others in amounts which shall be

satisfactory to Lessor; provided, however, that Lessee may, at its option, self-insure the aforementioned risks with respect to the Units in a manner consistent with industry practice and Lessee's practice for self-insuring such risks with respect to other railroad rolling stock owned or operated by it (except that Lessee may not self-insure such risks at any time after Lessor has determined in good faith, which determination shall be conclusive and binding on Lessee, that there has been any material adverse change in the financial condition of Lessee, or any material reduction in the level of Lessee's self-insurance fund, since the date of this Lease).

(c) Each insurance policy (i) in the case of property insurance on the Units, shall provide that settlements for losses shall be paid only to Lessor (and/or to its assignees) and shall insure Lessor's interest regardless of any breach of violation by Lessee of any warranty, declaration or condition contained in such policy, (ii) in the case of public liability and property damage insurance, shall name both Lessor and Lessee as insureds and shall provide that all insurance (except the limits of liability) thereunder shall operate as if there were a separate policy covering each insured, (iii) shall be primary and without right of contribution from any other insurance carried by Lessor, (iv) shall provide for 30 days' written notice to Lessor as a precondition to the effectiveness of any alteration or cancellation of coverage thereunder, and

(v) shall not be invalidated by any act or neglect of Lessor or Lessee or by any foreclosure or other remedial proceedings or notices thereof relating to the Units or any interests therein nor by any change in the title or ownership of the Units or any interest therein or with respect thereto, or by the use or operation of the Units for purposes more hazardous or in a manner more hazardous than is permitted by such policy. Certificates of insurance or other evidence satisfactory to Lessor (including originals or certified copies of such insurance policies), demonstrating the existence of insurance complying with the provisions of this paragraph 8, the terms and conditions thereof and the payment of all premiums therefor, shall be delivered to Lessor with respect to any Unit prior to the tender of such Unit pursuant to paragraph 4 hereof, and thereafter, at least 30 days prior to the expiration of each such policy.

9. Damage to Units; Total Loss; (a) If any Unit is lost, stolen, condemned, wholly destroyed, damages beyond repair or otherwise rendered permanently unfit or unavailable for use by Lessee for any reason, such Unit shall be deemed to have suffered a "Total Loss" for purposes hereof. In the event of the Total Loss of any Unit, Lessee shall pay to Lessor, within 60 days after the date of such Total Loss, an amount equal to the Stipulated Loss Value of such Unit as of the date of such Total Loss (less the amount of any proceeds of property insurance received by Lessor with respect to such Total Loss prior to the date of such payment by Lessee),

together with (i) any unpaid Rent due in respect of such Unit to and including the date of such Total Loss and any other payments owing under this Lease and (ii) interest on each of the aforesaid amounts at the rate set forth in paragraph 2(d) above for the period from the date of such Total Loss to the date of receipt thereof by Lessor. Upon payment in full of all such amounts, this Lease shall terminate with respect to such Unit. Should Lessor receive any proceeds of property insurance with respect to such Total Loss in an amount exceeding the amounts referred to in the second preceding sentence, Lessor shall, unless an Event of Default or an Incipient Default shall have occurred and be continuing, pay over such excess proceeds to Lessee, as compensation for the loss of Lessee's leasehold interest in such Unit. For purposes hereof, the Stipulated Loss Value of any Unit shall be an amount determined as specified in Schedule D attached hereto, which reflects, with respect to each Unit, the unpaid principal remaining outstanding prior to payment on each rental payment date, calculated on the basis of an interest rate of 12% per annum.

(b) If any Unit is damaged but is capable of being repaired, such Unit shall be promptly repaired by Lessee, at Lessee's expense, and this Lease shall continue in effect. Should Lessor receive any proceeds of property insurance with respect to such damage, Lessor shall, unless an Event of Default or an Incipient Default shall have occurred and be continuing, pay over such proceeds to Lessee, for application

to the cost of such repair or to reimbursement of Lessee if Lessee has theretofore paid the costs thereof.

10. Return of Units; Storage. (a) At the expiration or sooner termination of the Term, Lessee shall, at its own risk and expense, unless Lessee has exercised the option provided for in paragraph 14(a) below, return the Units to Lessor, upon such storage tracks of Lessee or any entity associated with or owned or controlled by Lessee, as Lessor may designate, free and clear of all liens, charges and other encumbrances whatsoever (other than Lessor's Liens), in the same operating order, repair and condition as when received by Lessee hereunder, ordinary wear and tear excepted.

(b) If the Units are to be returned to Lessor in accordance with paragraph 10(a) above, then Lessee shall permit the Units to remain on Lessee's property, without charge to Lessor (except as specified in the next succeeding sentence), for a period of up to 90 days subsequent to the time when the Units are to be returned pursuant to said paragraph 10(a). During such period, Lessee shall, at its own risk and expense, (i) insure and maintain the Units to Lessor's satisfaction, (ii) transport the Units to any reasonable place on any railroad lines operated by Lessee or to any connecting carrier for shipment, all as directed by Lessor and (iii) permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such

Units, to inspect the same.

(c) The assembling, delivery, storage and transporting of the Units as provided herein are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee to so assemble, deliver, store and transport the Units. All amounts earned in respect of the Units after the date of expiration of this Lease after deduction of the reasonable expenses of Lessee incident thereto, shall belong to Lessor and, if received by Lessee, shall be promptly turned over to Lessor.

11. Lessee's Representations and Warranties.

Lessee represents and warrants to and covenants with Lessor as follows:

(a) That Lessee is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine, that it is duly qualified to do business and in good standing in each other jurisdiction in which the nature of its business requires qualification as a foreign corporation and that it has the corporate power to own its assets and to transact the business in which it is engaged;

(b) That it has taken all corporate action required to authorize the execution, delivery and performance of this Lease, and each other document to be executed and delivered by Lessee in connection with the transactions contemplated by this Lease, that such execution, delivery and performance

will not conflict with or violate any provision of any law, rule or regulation, the charter or by-laws of Lessee or any agreement, instrument, undertaking, order, decree or judgment to which it is a party or by which it or its property is bound or result in a default, or an acceleration of any obligation, under any of the same, and that it is not in default under any of the same;

(c) That there is no litigation or proceeding pending or threatened against Lessee that might have a material adverse effect on Lessee or that would prevent or hinder the performance and observance by Lessee of its obligations hereunder or under any other document to be executed and delivered by Lessee in connection with the transactions contemplated by this Lease;

(d) That this Lease, and each other document to be executed and delivered by Lessee in connection with the transactions contemplated by this Lease, constitute (or will, when executed and delivered as contemplated hereby or thereby, constitute) valid and binding obligations of Lessee enforceable against Lessee in accordance with the terms thereof;

(e) That no authorization, consent, approval, registration, filing or other action by or with any governmental agency or other regulatory body is necessary for the acquisition and operation of the Units as contemplated by this Lease or is otherwise required in connection with the transactions contemplated by this Lease, except such as have

been obtained on or prior to the date hereof or will be obtained on or prior to the first delivery of Units as provided in paragraph 4 hereof;

(f) That all financial statements for Lessee heretofore furnished by it to Lessor in connection with the transactions contemplated by this Lease are true and accurate, fairly present the financial condition and results of operations of Lessee as of the respective dates thereof and for the respective periods covered thereby and do not contain any untrue statement, or any omission, of a material fact, and that there exists no fact, situation or event that materially adversely affects or that will materially adversely affect the properties, business, assets, income, prospects or condition (financial or otherwise) of Lessee;

(g) That Lessee will at all times during the Term hereof maintain stockholders' equity, determined in accordance with generally accepted accounting principles, in an amount not less than the then applicable aggregate Stipulated Loss Value for all the Units.

12. Defaults. An event of default hereunder ("Event of Default") shall occur if (a) Lessee fails to pay any Rent or any other amount due hereunder when and as the same shall become due, and such failure either (i) continues for three days after receipt by Lessee of written, telegraphic, telephonic, telecopied or telexed notice of such failure or (ii) continues for 10 days after the date on which such amount becomes due and payable; (b) Lessee fails at any

time to maintain any insurance coverage prescribed herein;

(c) Lessee fails duly to perform or observe any other covenant, condition or agreement contained herein or in any other document executed and delivered by Lessee in connection with the transactions contemplated by this Lease, and such failure continues for 20 days after receipt by Lessee of written, telegraphic, telephonic, telecopied or telexed notice of such failure;

(d) Lessee shall have made a materially false or misleading representation or warranty herein or in any other document executed and delivered by Lessee in connection with the transactions contemplated by this Lease;

(e) Lessee pursuant to or within the meaning of any federal bankruptcy law or any other insolvency law (as now or hereafter in effect):

- (i) commences a voluntary case,
- (ii) consents to the entry of an order for relief against it in an involuntary case,
- (iii) consents to the appointment of a receiver, trustee, assignee, liquidator, or similar official, for Lessee or for all or substantially all of its property, or
- (iv) makes a general assignment for the benefit of its creditors,

(f) a court of competent jurisdiction enters an order or decree under any federal bankruptcy law or other insolvency law which:

- (i) is for relief against Lessee in an involuntary case,
- (ii) appoints a receiver, trustee, assignee, liquidator or similar official, for Lessee or for all or substantially all of its property,
- (iii) orders the liquidation of Lessee, and such order or decree remains unstayed and in effect for 30 days;

(g) Lessee permits any

substantial part of its property to be subject to a levy, seizure, assignment or sale by or for any creditor of Lessee or any governmental agency, (h) Lessee fails timely to comply with any obligation under any one or more other agreements, instruments or undertakings (including any other leases) to which it is a party or by which it is bound and under which the outstanding principal sum due for borrowed money, for the deferred purchase price of property, for the payment of rent or otherwise equals or exceeds \$100,000 in the aggregate for all such agreements, instruments and undertakings, and (i) Lessee has rendered against it a final judgment or judgments aggregating in excess of \$50,000 and such judgment or judgments remain outstanding and undischarged for a period of 10 days during which execution of such judgment or judgments has not been effectively stayed. Promptly upon becoming aware of the occurrence of any Event of Default or any event that, with notice of lapse of time or both, would constitute an Event of Default (an "Incipient Default"), Lessee shall give to Lessor written notice of such Event of Default or Incipient Default.

13. Remedies. (a) Upon the occurrence of an Event of Default, Lessor at its option may (i) proceed by appropriate court action to enforce performance by Lessee of its obligations hereunder or to recover from Lessee any and all damages and expenses that Lessor shall have sustained by reason of Lessee's default or on account of Lessor's enforcement of its remedies hereunder, (ii) take possession

of the Units and thereupon Lessee's right to the possession thereof shall terminate (it being understood, however, that such taking of possession shall neither terminate this Lease nor discharge Lessee's obligations and duties hereunder, including, without limitation, Lessee's obligation to pay to Lessor the damages provided for herein), (iii) terminate this Lease and Lessee's rights hereunder, and/or (iv) direct any sublessees of the Units to make all rental payments and to pay all other amounts and render all performances due to Lessee under any subleases covering the Units to Lessor, which direction will be joined in by Lessee. In the event of any such repossession, Lessor at its option may lease the Units for such period, at such rent and to such person as Lessor may elect, or may sell the Units at public or private sale, without demand or notice of intention to sell, or notice of sale, to Lessee and with or without having the Units at the place of sale, and all proceeds realized by Lessor from any such lease or sale shall be retained by Lessor, without any duty to account for or pay over the same to Lessee. In the event of termination of this Lease, as aforesaid, Lessee shall pay to Lessor on the date of such termination, as liquidated damages for the loss of a bargain and not as a penalty, an amount equal to the excess, if any, of the Stipulated Loss Value of the Units as of the date of such termination over the then fair market sales value of the Units, determined (at Lessee's expense) by an independent appraiser selected by Lessor (provided, however, that if

Lessor shall have sold the Units prior to the making of such determination, the fair market sales value of the Units for purposes of this sentence shall be equal to the net proceeds of such sale actually realized by Lessor), and Lessee shall also pay to Lessor an amount equal to the sum of (A) any unpaid Rent due in respect of the Units to and including the date of termination of this Lease, (B) any accrued Impositions or other amounts payable under this Lease, (C) all costs, expenses, losses and damages (including attorneys' fees) incurred or sustained by Lessor by reason of Lessee's default, including all costs and expenses incurred in connection with the return of any Unit, (D) all amounts earned in respect of the Units after the date of termination of this Lease and (E) interest at the rate set forth in paragraph 2(d) above on the amount of such excess, and on each other amount referred to in this sentence from the due date thereof until paid in full.

(b) LESSEE HEREBY VOLUNTARILY AND KNOWINGLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO NOTICE AND/OR A HEARING PRIOR TO ANY RETAKING OF POSSESSION OF THE UNITS BY LESSOR OR ITS AGENTS UPON THE OCCURRENCE OF AN EVENT OF DEFAULT, AND FOR SUCH PURPOSE LESSOR SHALL HAVE THE RIGHT, INSOFAR AS LESSEE CAN AUTHORIZE SUCH ACTION, TO ENTER UPON ANY PREMISES ON WHICH THE UNITS MAY BE SITUATED AND REMOVE THE SAME THEREFROM. ANY DAMAGES OCCASIONED BY SUCH TAKING OF POSSESSION ARE HEREBY EXPRESSLY WAIVED BY LESSEE.

(c) In connection with the exercise of its remedies hereunder, Lessor may require Lessee to deliver the Units to Lessor, in the condition provided for in paragraph 10(a) above. For the purpose of delivering possession of any Units to Lessor as above required, Lessee shall at its own cost, expense and risk (except as hereinafter stated):

(i) forthwith place such Units in such reasonable storage place on Lessee's lines of railroad as Lessor may designate or, in the absence of such designation, as Lessee may select; provided that, in the event Lessor shall designate storage tracks which are then unavailable either because such tracks are then being used to store equipment owned by a third party pursuant to a contractual obligation of Lessee to provide storage therefor or because the storage of the Units on such tracks would materially impair the ability of Lessee to meet its obligations to perform services as a common carrier to the public, then Lessee agrees to so store the Units upon such other storage tracks as shall then be so available and nearest to such storage tracks designated by Lessor;

(ii) permit Lessor to store such Units in such reasonable storage place on Lessee's lines of railroad without charge for insurance, rent or storage until such Units have been sold, leased or otherwise disposed of by Lessor and during such period of storage Lessee shall continue to maintain all insurance required by paragraph 8 hereof; and

(iii) transport the Units to any place on the lines of railroad operated by Lessee or to any connecting carrier for shipment, all as Lessor may direct in writing.

The performance of the foregoing covenant is of the essence of this Lease and upon application to any court having jurisdiction in the premises, Lessor shall be entitled to a decree against Lessee, requiring the specific performance thereof. Without in any way limiting the obligation of Lessee under the foregoing provisions of this paragraph 13(c), Lessee hereby irrevocably appoints Lessor as the agent and attorney of Lessee, with full power and authority, at any time while Lessee is obligated to deliver possession of any Unit to Lessor, to demand and take possession of such Unit in the name and on behalf of Lessee from whomever shall be in possession of such Unit at such time.

(d) If Lessor shall incur any expenses (including attorneys' fees) in the enforcement of any of its rights under this Lease without having brought any action, suit or other proceeding to enforce the same, or if Lessor shall bring any such action, suit or other proceeding and shall be entitled to judgment, then Lessor may recover from Lessee its reasonable expenses so incurred.

(e) All rights and remedies conferred on Lessor by this Lease or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of the Lessor to exercise, and no delay in

exercising, any right or remedy hereunder shall operate as a waiver thereof, unless such right or remedy is specifically waived by Lessor in writing, nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

14. Purchase Option. (a) Provided that this Lease has not been earlier terminated and that no Event of Default or Incipient Default shall have occurred and be continuing, Lessee may purchase, in whole but not in part, the Units at the expiration of the Term for a purchase price equal to one dollar (\$1). Lessee shall deliver to Lessor written notice of Lessee's desire to exercise such right to purchase not later than 180 days prior to the expiration of the Term (it being understood and agreed that such notice shall not be revocable by Lessee for any reason). In the event of the giving of such notice, Lessee shall purchase the Units on the day after the date of expiration of the Term, by paying to Lessor, in cash, the purchase price therefor, it being understood and agreed that this Lease (including the obligation to pay Rent hereunder) will continue in effect on the same terms and conditions as are set forth herein until the date of Lessee's purchase of the Units. Upon receipt of payment of the purchase price therefor, Lessor shall transfer to Lessee all of Lessor's right, title and interest in and to the Units, such transfer to be without recourse to or warranty by Lessor (other than a warranty against Lessor's

Liens). Until Lessee has made all payments and complied with all conditions and obligations herein to be performed by it, Lessor reserves title to, and a security interest in the Units, the proceeds thereof (the term "proceeds" is included herein solely to protect Lessor against Lessee's unauthorized disposition of the Units and does not authorize any sale or transfer of the Units by Lessee) and all accretions, additions, accessories, replacements, and substitutions thereto or therefor in order to secure Lessee's payment of the purchase price hereunder and performance of all obligations herein to be performed by Lessee.

15. Tax Representations and Warranties of Lessee.

Lessee represents and warrants to Lessor that based on the Internal Revenue Code of 1954, as amended to the date of this Lease (the "Code"), and the Treasury Regulations and other authority interpreting or applying the Code, and any other applicable federal, state or local tax law, in effect on the date of this Lease:

(a) It has filed all required tax returns and has paid all taxes shown as due and payable thereon or otherwise assessed against it (except for any such taxes being contested by Lessee in good faith by due diligence and by appropriate proceedings); and

(b) The transactions contemplated by this Lease will not involve any "prohibited transaction" within the meaning of the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Code.

16. Assignment by Lessor; Actions on Behalf of Lessee. (a) Lessee acknowledges and agrees that Lessor may, at its option, assign its interest in this Lease and in the Units to one or more financial institutions or other persons (including, without limitation, affiliates of Lessor), each of which assignees will rely on, and will be entitled to the benefits provided by, this Lease. Lessee covenants that, upon the occurrence of any such assignment, Lessee will recognize the rights of each assignee (including, to the extent set forth in any instrument of assignment, the right to give directions to Lessee, to receive the Rent and other payments due under this Lease and to exercise all remedies afforded to Lessor), will continue to perform and observe all of its obligations hereunder and will not seek to terminate this Lease, notwithstanding any default on the part of the Lessor (whether arising hereunder or under any other obligation of Lessor to Lessee), or to require any such assignee to perform or observe any obligation of Lessor, any and all rights of Lessee so to do being hereby waived as to each such assignee.

(b) If Lessee fails to pay any Rent or other amount due under this Lease or fails to comply with any of its agreements contained herein, Lessor or any such assignee may (but shall be under no obligation to) make such payment or comply with such agreement, without releasing Lessee from any of its obligations hereunder, and the amount of any such payment and the reasonable expenses of Lessor or such

assignee, as the case may be, incurred in connection with such payment or other action, together with interest thereon at the rate set forth in paragraph 2(d) above, shall be payable by Lessee, on demand, to Lessor or such assignee, as the case may be.

17. Successor Trustee. If a successor owner trustee is appointed in accordance with the terms of the Trust Agreement dated as of September 1, 1983 (the "Trust Agreement") for the benefit of Bankers Life Company, the Life Insurance Company of Virginia, the Minnesota Mutual Life Insurance Company, Provident Life and Accident Insurance Company, Society for Savings Washington National Insurance Company, Alexander Hamilton Life Insurance Company of America, Monarch Life Insurance Company, Sun Life Assurance Company of Canada, Lutheran Mutual Life Insurance Company, and the Ohio National Life Insurance Company (the "Owner Participants", which term shall include successors and permitted assigns of such parties), such successor owner trustee shall, without further act, succeed to all the rights, duties, immunities and obligations of Lessor hereunder and the Lessor, or other predecessor owner trustee, shall be released from all further duties and obligations hereunder, all without the necessity of any consent or approval by Lessee and without in any way altering the terms of this Lease or Lessee's obligations hereunder. Lessee shall, at its expense, upon receipt of written notice of the appointment of a successor owner trustee under the Trust

Agreement, promptly make such modifications and changes to reflect such appointment as shall be reasonably requested by the successor owner trustee in any insurance policies, schedules, certificates and other instruments relating to the Units of this Lease.

18. Quiet Enjoyment; Survival, (a) As long as there shall be no Event of Default or Incipient Default hereunder, neither Lessor nor any person claiming through or under Lessor shall interfere with Lessee's right to quiet enjoyment and use of the Units during the Term therefor.

(b) Any other provision of this Lease to the contrary notwithstanding, it is hereby agreed that the representations, warranties and covenants of Lessee contained herein shall survive the expiration or termination of this Lease, to the extent required for the full performance and observance thereof, and that no such expiration or termination shall release Lessee from any then outstanding obligations or duties to Lessor hereunder.

(c) No obligation of Lessor to Lessee as to the Units shall survive the expiration or termination of this Lease, and, should Lessor permit the use of the Units beyond the Term hereof, (i) the obligations of Lessee hereunder shall continue during such period of permissive use and (ii) no such permissive use shall be construed as a renewal of the Term with respect to the Units or as a waiver of any right, or as a continuation of any obligation, of Lessor hereunder, it being understood that Lessor may take possession of the

Units, on reasonable notice and demand, at any time.

19. Limitation of Liability. This Lease is executed by United States Trust Company of New York ("U.S. Trust") not individually or personally but solely as Owner Trustee under the Trust Agreement and all of the representations, undertakings and agreements herein made on the part of the Lessor are made and intended not as personal representations, undertakings and agreements of U.S. Trust or for the purpose or with the intention of binding U.S. Trust personally, but are made and intended for the purpose of binding only the Estate (as defined in the Trust Agreement). Actions to be taken by the Lessor pursuant to its obligations hereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Owner Participants under the Trust Agreement. Nothing herein contained shall be construed as creating any liability on U.S. Trust individually or personally to perform any covenant either express or implied contained herein, such liability, if any, being expressly waived by Lessee; provided that nothing in this Section shall be construed to limit in scope or substance the general corporate liability of U.S. Trust in respect of its representations, warranties and covenants in its individual capacity set forth herein or for the consequences of its own gross negligence or willful misconduct.

20. Miscellaneous. Nothing contained in this Lease shall be deemed to confer upon Lessee any right, title or

interest in and to the Units except as a lessee thereof. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and, subject to paragraph 7(a) above, their respective successors and assigns. Time is of the essence of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of New York. The invalidity of any provision of this Lease in any jurisdiction shall not render ineffective the remaining provisions hereof, nor shall any such invalidity render any such provision ineffective in any other jurisdiction. All computations of interest hereunder shall be based on a 360-day year of twelve 30-day months. All notices and other communications hereunder shall be in writing, shall be given by personal delivery or sent by certified mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth above (or such other addresses as they may specify) and to the Owner Participants at addresses listed in Schedule E attached hereto (or such other addresses as they may specify) and shall be deemed effective when so delivered or mailed. The provisions of the Schedules are hereby incorporated into, and made a part of, this Lease as if set forth at length herein. Lessee agrees from time to time to execute and deliver such further documents and to perform such further acts as may reasonably be requested by Lessor in order to carry out and effectuate the purposes of this Lease. This Lease contains the entire agreement between the parties hereto and supersedes and cancels any prior

agreements or understandings between them with respect to the subject matter hereof. This Lease may not be modified, terminated or discharged except by a written instrument signed by Lessor and Lessee. This Lease may be executed in any number of counterparts, all of which shall constitute one and the same instrument; provided that, for the purpose of any assignee of Lessor's interest perfecting its security under the Uniform Commercial Code, the copy hereof marked "Original" on the signature page shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

[Corporate Seal]

Attest:  G. H. Gony

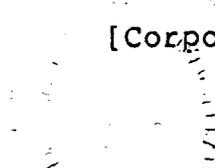
Title: Assistant Secretary

UNITED STATES TRUST COMPANY OF  
NEW YORK, not in its individual  
capacity but solely as Owner  
Trustee under a Trust Agreement  
dated as of September 1, 1983

By Stephen J. Kalra

Assistant Vice President

[Corporate Seal]

Attest:  William M. Hurston

Title: Clark

BANGOR AND AROOSTOOK RAILROAD  
COMPANY, as Lessee

By Quint A. Breyer

Title: Vice Pres - Finance



SCHEDULE A

<u>Lessee</u>	<u>Units of Trust Equipment</u>	<u>Road Numbers</u>	<u>Trust Equipment Description</u>
Bangor and Aroostock Railroad Company	100	BAR 5400-5499 (formerly AHW 301-400)	70 ton, 50'6" box cars with 10' sliding doors and 10" end-of-car cushioning AAR Mechanical Designation XM

Movement Instructions

Present Location of Units

Ahnapee and Western Rwy

Green Bay and Western Rwy

Soo Line

Canadian Pacific

Place of Delivery

Casco Jct., Wis.

Black Creek, Wis.

Sault Ste Marie

Brownville Jct., Me.

Schedule C to  
Railroad Lease  
Agreement

CERTIFICATE OF ACCEPTANCE  
UNDER RAILROAD EQUIPMENT LEASE AGREEMENT

TO: United States Trust Company of New York, as Owner  
Trustee (the "Lessor")

I, a duly appointed and authorized representative of the Ahnapee and Western Railway Company (the "AHW"), as agent for BANGOR AND AROOSTOOK RAILROAD COMPANY (the "Lessee") under the Railroad Equipment Lease Agreement dated as of September 9, 1983, between Lessor and Lessee, do hereby certify that the following Units have been accepted into interchange and are therefor irrevocably accepted by Lessee pursuant to the terms of the Lease.

TYPE OF EQUIPMENT:

PLACE ACCEPTED:

DATE ACCEPTED:

NUMBER OF UNITS:

MARKED AND NUMBERED:

I do further certify that the foregoing Units are in interchange condition, and conform to the specifications applicable thereto.

Dated: \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
Authorized Representative  
of the AHW, as agent for  
Lessee

SCHEDULE D

The Stipulated Loss Value of each Unit in effect during each period preceding a rental payment date shall be the amount set forth opposite the applicable numbered rental payment date:

<u>Rental Payment Date Number</u>	<u>Stipulated Loss Value Per Unit</u>
1	\$ 10,455.08
2	10,409.63
3	10,363.73
4	10,317.36
5	10,270.54
6	10,223.24
7	10,175.48
8	10,127.23
9	10,078.50
10	10,029.29
11	9,979.58
12	9,929.38
13	9,878.67
14	9,827.46
15	9,775.73
16	9,723.49
17	9,670.72
18	9,617.43
19	9,563.61
20	9,509.24
21	9,454.33
22	9,398.88
23	9,342.87
24	9,286.29
25	9,229.16
26	9,171.45
27	9,113.16
28	9,054.30
29	9,994.84
30	8,934.79
31	8,874.13
32	8,812.88
33	8,751.00
34	8,688.51
35	8,625.40
36	8,561.65
37	8,497.27
38	8,432.24
39	8,366.57
40	8,300.23
41	8,233.23
42	8,165.57

43	8,097.22
44	8,028.19
45	7,958.48
46	7,888.06
47	7,816.94
48	7,745.11
49	7,672.56
50	7,599.29
51	7,525.28
52	7,450.53
53	7,375.04
54	7,298.79
55	7,221.78
56	7,143.99
57	7,065.43
58	6,986.09
59	6,905.95
60	6,825.01
61	6,743.26
62	6,660.69
63	6,577.30
64	6,493.07
65	6,408.00
66	6,322.08
67	6,235.30
68	6,147.66
69	6,059.13
70	5,969.72
71	5,879.42
72	5,788.22
73	5,696.10
74	5,603.06
75	5,509.09
76	5,414.18
77	5,318.32
78	5,221.50
79	5,123.72
80	5,024.96
81	4,925.21
82	4,824.46
83	4,722.70
84	4,619.93
85	4,516.13
86	4,411.29
87	4,305.40
88	4,198.46
89	4,090.44
90	3,981.35
91	3,871.16
92	3,759.87
93	3,647.47
94	3,533.95
95	3,419.28
96	3,303.48

97	3,186.38
98	3,068.38
99	2,949.06
100	2,828.55
101	2,706.84
102	2,583.91
103	2,459.74
104	2,334.34
105	2,207.69
106	2,079.76
107	1,950.56
108	1,820.07
109	1,688.27
110	1,555.15
111	1,420.70
112	1,284.91
113	1,147.76
114	1,009.23
115	869.33
116	728.02
117	585.30
118	441.15
119	295.56
120	148.52

Schedule E

Continental Financial Services Company  
6600 West Broad Street  
P.O. Box 27424  
Richmond, Virginia 23261

Attention: Mr. Daniel B. Belcore

Bankers Life Company  
711 High Street  
Des Moines, Iowa 50307

Attention: Mr. Richard W. Waugh

The Minnesota Mutual Life Insurance Company  
400 North Robert Street  
St. Paul, Minnesota 55101

Attention: Mr. Frederick P. Feuerherm

Provident Life and Accident Insurance Company  
Fountain Square  
Chattanooga, Tennessee 37402

Attention: Mr. David G. Fussell  
Securities Department

Society for Savings  
31 Pratt Street  
Hartford, Connecticut

Attention: Mr. Charles J. DeSimone, Jr.

Washington National Insurance Company  
1630 Chicago Avenue  
Evanston, Illinois 60201

Attention: Mr. C. Bruce Dunn

Monarch Life Insurance Company  
1250 State Street  
Springfield, Massachusetts 01133

Attention: Mr. David F. O'Clair

Sun Life Assurance Company of Canada  
One Sun Life Executive Park  
Wellesley Hills, Massachusetts 02181

Attention: Mr. John Whelihan

Lutheran Mutual Life Insurance Company  
201-211 First Street, Southeast  
Waverly, Iowa 50677

Attention: Mr. Jerry Paul

The Ohio National Life Insurance Company  
P.O. Box 237  
Cincinnati, Ohio 45201

Attention: Mr. Bradley J. Klose

Alliance Capital Management Corporation  
610 Pillsbury Center  
Minneapolis, Minnesota 55402

Attention: Mr. Worth Bruntjen