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RECORDATION NO. 23230, A FILED

NOV 15 '00 2-54 PM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
OF COUNSEL
(202) 466-6532

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November 15, 2000

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed three originals and one certified copy of each of the two documents described below, to be recorded pursuant to 49 U.S.C. § 11301.

The first document is a Collateral Schedule No. 3, a primary document, dated as of November 15, 2000. We request that this document be given the next available recordation number.

The names and addresses of the parties to the Collateral Schedule No. 3 are:

Secured Party:

General Electric Capital Corporation
44-2 Old Ridgebury Road
Danbury, CT 06810

Debtor:

Maine Central Railroad Company
Iron Horse Park
North Billerica, MA 01862

A description of the equipment covered by the Collateral Schedule No. 3 consists of seven GP-40-2 locomotives numbered MEC 500, 502, 503, 514, 515, 516, and 519.

23230

The second document is a Corporate Guaranty, a secondary document, dated November 10, 2000. We request that this document be given the **A** suffix for the recordation number assigned to the Collateral Schedule No. 3.

The name and address of the party to the Corporate Guaranty is:

Guarantor:

Guilford Transportation Industries, Inc.
Iron Horse Park
North Billerica, MA 01862

A description of the equipment covered by the Corporate Guaranty consists of seven GP-40-2 locomotives numbered MEC 500, 502, 503, 514, 515, 516, and 519.

A fee of $52.00 is enclosed. Please return three originals of each document to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the documents to appear in the index follows: (1) a Collateral Schedule No. 3 between General Electric Capital Corporation, 44-2 Old Ridgebury Road, Danbury, CT 06810, and Maine Central Railroad Company, Iron Horse Park, North Billerica, MA 01862; and (2) a Corporate Guaranty by Guilford Transportation Industries, Inc., Iron Horse Park, North Billerica, MA 01862, both covering seven GP-40-2 locomotives numbered MEC 500, 502, 503, 514, 515, 516, and 519.

Very Truly Yours,

Louis E. Gitomer

Enclosures

2205 (6/91)

CORPORATE GUARANTY

RECORDATION NO. 23230-A FILED

NOV 15 '00 3-08 PM

SURFACE TRANSPORTATION BOARD

Date: November 10, 2000

General Electric Capital Corporation
44 Old Ridgebury Road
Danbury, CT 06810-5105

To induce you to enter into, purchase or otherwise acquire, now or at any time hereafter, any promissory notes, security agreements, chattel mortgages, pledge agreements, conditional sale contracts, lease agreements, and/or any other documents or instruments evidencing, or relating to, any lease, loan, extension of credit or other financial accommodation (collectively **"Account Documents"** and each an **"Account Document"**) to **Maine Central Railroad Company,** a **corporation** organized and existing under the laws of the State of **Maine** (**"Customer"**), but without in any way binding you to do so, the undersigned, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby guarantee to you, your successors and assigns, the due regular and punctual payment of any sum or sums of money which the Customer may owe to you now or at any time hereafter, whether evidenced by an Account Document, on open account or otherwise, and whether it represents principal, interest, rent, late charges, indemnities, an original balance, an accelerated balance, liquidated damages, a balance reduced by partial payment, a deficiency after sale or other disposition of any leased equipment, collateral or security, or any other type of sum of any kind whatsoever that the Customer may owe to you now or at any time hereafter, and does hereby further guarantee to you, your successors and assigns, the due, regular and punctual performance of any other duty or obligation of any kind or character whatsoever that the Customer may owe to you now or at any time hereafter (all such payment and performance obligations being collectively referred to as **"Obligations"**). Undersigned does hereby further guarantee to pay upon demand all losses, costs, attorneys' fees and expenses which may be suffered by you by reason of Customer's default or default of the undersigned.

This Guaranty is a guaranty of prompt payment and performance (and not merely a guaranty of collection). Nothing herein shall require you to first seek or exhaust any remedy against the Customer, its successors and assigns, or any other person obligated with respect to the Obligations, or to first foreclose, exhaust or otherwise proceed against any leased equipment, collateral or security which may be given in connection with the Obligations. It is agreed that you may, upon any breach or default of the Customer, or at any time thereafter, make demand upon the undersigned and receive payment and performance of the Obligations, with or without notice or demand for payment or performance by the Customer, its successors or assigns, or any other person. Suit may be brought and maintained against the undersigned, at your election, without joinder of the Customer or any other person as parties thereto. The obligations of each signatory to this Guaranty shall be joint and several.

The undersigned agrees that its obligations under this Guaranty shall be primary, absolute, continuing and unconditional, irrespective of and unaffected by any of the following actions or circumstances (regardless of any notice to or consent of the undersigned): (a) the genuineness, validity, regularity and enforceability of the Account Documents or any other document; (b) any extension, renewal, amendment, change, waiver or other modification of the Account Documents or any other document; (c) the absence of, or delay in, any action to enforce the Account Documents, this Guaranty or any other document; (d) your failure or delay in obtaining any other guaranty of the Obligations (including, without limitation, your failure to obtain the signature of any other guarantor hereunder); (e) the release of, extension of time for payment or performance by, or any other indulgence granted to the Customer or any other person with respect to the Obligations by operation of law or otherwise; (f) the existence, value, condition, loss, subordination or release (with or without substitution) of, or failure to have title to or perfect and maintain a security interest in, or the time, place and manner of any sale or other disposition of any leased equipment, collateral or security given in connection with the Obligations, or any other impairment (whether intentional or negligent, by operation of law or otherwise) of the rights of the undersigned; (g) the Customer's voluntary or involuntary bankruptcy, assignment for the benefit of creditors, reorganization, or similar proceedings affecting the Customer or any of its assets; or (h) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

This Guaranty may be terminated upon delivery to you (at your address shown above) of a written termination notice from the undersigned. However, as to all Obligations (whether matured, unmatured, absolute, contingent or otherwise) incurred by the Customer prior to your receipt of such written termination notice (and regardless of any subsequent amendment, extension or other modification which may be made with respect to such Obligations), this Guaranty shall nevertheless continue and remain undischarged until all such Obligations are indefeasibly paid and performed in full.

The undersigned agrees that this Guaranty shall remain in full force and effect or be reinstated (as the case may be) if at any time payment or performance of any of the Obligations (or any part thereof) is rescinded, reduced or must otherwise be restored or returned by you, all as though such payment or performance had not been made. If, by reason of any bankruptcy, insolvency or similar laws effecting the rights of creditors, you shall be prohibited from exercising any of your rights or remedies against the Customer or any other person or against any property, then, as between you and the undersigned, such prohibition shall be of no force and effect, and you shall have the right to make demand upon, and receive payment from, the undersigned of all amounts and other sums that would be due to you upon a default with respect to the Obligations.

Notice of acceptance of this Guaranty and of any default by the Customer or any other person is hereby waived. Presentment, protest demand, and notice of protest, demand and dishonor of any of the Obligations, and the exercise of possessory, collection or other remedies for the Obligations, are hereby waived. The undersigned warrants that it has adequate means to obtain from the Customer on a continuing basis financial data and other information regarding the Customer and is not relying upon you to provide any such data or other information. Without limiting the foregoing, notice of adverse change in the Customer's financial condition or of any other fact which might materially increase the risk of the undersigned is also waived. All settlements, compromises, accounts stated and agreed balances made in good faith between the Customer, its successors or assigns, and you shall be binding upon and shall not affect the liability of the undersigned.

Payment of all amounts now or hereafter owed to the undersigned by the Customer or any other obligor for any of the Obligations is hereby subordinated in right of payment to the indefeasible payment in full to you of all Obligations and is hereby assigned to you as a security therefor. The undersigned hereby irrevocably and unconditionally waives and relinquishes all statutory, contractual, common law, equitable and all other claims against the Customer, any other obligor for any of the Obligations, any collateral therefor, or any other assets of the Customer or any such other obligor, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect of sums paid or payable to you by the undersigned hereunder, and the undersigned hereby further irrevocably and unconditionally waives and relinquishes any and all other benefits which it might otherwise directly or indirectly receive or be entitled to receive by

reason of any amounts paid by, or collected or due from, it, the Customer or any other obligor for any of the Obligations, or realized from any of their respective assets.

THE UNDERSIGNED HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN US RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN US. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED HEREBY, OR ANY RELATED DOCUMENTS. IN THE EVENT OF LITIGATION, THIS GUARANTY MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

The undersigned also agrees to the covenants set forth on the attached Financial Covenants Annex.

As used in this Guaranty, the word "person" shall include any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or any government or any political subdivision thereof.

This Guaranty is intended by the parties as a final expression of the guaranty of the undersigned and is also intended as a complete and exclusive statement of the terms thereof. No course of dealing, course of performance or trade usage, nor any paid evidence of any kind, shall be used to supplement or modify any of the terms hereof. Nor are there any conditions to the full effectiveness of this Guaranty. This Guaranty and each of its provisions may only be waived, modified, varied, released, terminated or surrendered, in whole or in part, by a duly authorized written instrument signed by you. No failure by you to exercise your rights hereunder shall give rise to any estoppel against you, or excuse the undersigned from performing hereunder. Your waiver of any right to demand performance hereunder shall not be a waiver of any subsequent or other right to demand performance hereunder.

This Guaranty shall bind the undersigned's successors and assigns and the benefits thereof shall extend to and include your successors and assigns. In the event of default hereunder, you may at any time inspect undersigned's records, or at your option, undersigned shall furnish you with a current independent audit report.

If any provisions of this Guaranty are in conflict with any applicable statute, rule or law, then such provisions shall be deemed null and void to the extent that they may conflict therewith, but without invalidating any other provisions hereof.

Each signatory on behalf of a corporate guarantor warrants that he had authority to sign on behalf of such corporation and by so signing, to bind said guarantor corporation hereunder.

IN WITNESS WHEREOF, this Guaranty is executed the day and year above written.

Guilford Transportation Industries, Inc.

By: Michael A. Holmes

Michael A. Holmes

Title: Senior Vice President

ATTEST: _____

Secretary/Assistant Secretary

Financial Covenants Annex
(to Corporate Guaranty)

Until all Obligations have been fully and finally discharged, Guilford Transportation Industries, Inc. ("Guilford") agrees:

Minimum Tangible Net Worth: not to permit Tangible Net Worth of the Rail Division to be less than $118 million plus 50% of Railway Operating Income from January 1, 1997 through the test date.

Minimum Interest Coverage: not to permit the ratio of (1) Rail Operating Income for any four consecutive fiscal quarters to (2) Total Interest Expense for such fiscal quarter to be less than 3 to 1.

Restrictions of Dividends: not to declare or pay any dividend (except dividends payable solely in its own capital stock) on, or make any other distribution on, or purchase, redeem, retire, or otherwise acquire, directly or indirectly, any shares of its stock, or make any distribution of cash, property, or assets among the holders of shares of its stock, or make any material change in its capital structure if, after such declaration, distribution, acquisition, or change Guilford is or is reasonably likely to be in violation of any loan agreement or this Guaranty or unable to discharge the Obligations in accordance with their terms.

As used in this Annex, "Railway Operating Income", and "Total Interest Expense" have the same meanings as in the April 1, 1998 Loan Agreement among Guilford, Customer, Maine Central Railroad Company, Springfield Terminal Railway Company, and Bank of New Hampshire, without regard to any amendment, termination, or other modification of the original terms thereof. "Tangible Net Worth" shall mean, the period of determination, (i) equity, plus (ii) redeemable preference shares, plus (iii) minority interests, plus (iv) deferred tax liabilities, less (v) advances to Guilford Transportation Industries, Inc. (excluding advances of up to $20,000,000.00 in connection with the acquisition of real property located in Cambridge, Massachusetts), less (vi) intangibles, less (vii) deferred income tax assets, in each case determined and consolidated for the Rail Division in accordance with GAAP.

State of New Hampshire)
) ss
County of Rockingham)

On this 10th day of November, 2000, before me personally appeared Michael A. Holmes, to me personally known, who, by me being duly sworn, says that he is the Senior Vice President of Guilford Transportation Industries, Inc., that the foregoing instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

[Seal]

Margaret C. Herron
Notary Public

My commission expires: _____

MARGARET C. HERRON
Notary Public - New Hampshire
My Commission Expires February 18, 2003