

BALL JANIK LLP

A T T O R N E Y S

1455 F STREET, NW, SUITE 225
WASHINGTON, D.C. 20005

www.balljanik.com

TELEPHONE 202-638-3307
FACSIMILE 202-783-6947

RECORDATION NO. 23230-D FILED

DEC 29 '00 11:00 AM

SURFACE TRANSPORTATION BOARD

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

lgitomer@bjllp.com

December 29, 2000

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

RECORD 23230-D

Dear Secretary Williams:

I have enclosed three originals of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is Collateral Schedule No. 6, a secondary document, dated as of December 29, 2000. The primary document to which this is connected is recorded under Recordation No. 23230. We request that one copy of this document be recorded under Recordation No. 23230-D.

The names and addresses of the parties to the Collateral Schedule No. 6 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. 6 consists of six GP-40-2 locomotives numbered MEC 501, 504, 506, 509, 512, and 513.

BALL JANIK LLP

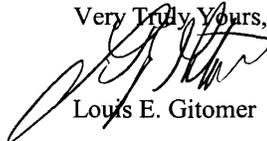
Honorable Vernon A. Williams
December 29, 2000
Page 2

A fee of \$26.00 is enclosed. Please return two originals to:

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

A short summary of the document to appear in the index follows: Collateral Schedule No. 6 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; covering six GP-40-2 locomotives numbered MEC 501, 504, 506, 509, 512, and 513.

Very Truly Yours,



Louis E. Gitomer

Enclosures

DEC 29 '00 11-00 AM

COLLATERAL SCHEDULE NO. 6 SURFACE TRANSPORTATION BOARD

THIS COLLATERAL SCHEDULE NO. 6 is annexed to and made a part of that certain Master Security Agreement and Chattel Mortgage dated as of December 28, 1998 between **General Electric Capital Corporation** as Secured Party and **Maine Central Railroad Company** as Debtor and describes collateral in which Debtor has granted Secured Party a security interest in connection with the Indebtedness (as defined in the Security Agreement) including without limitation that certain Promissory Note dated December 22, 2000 in the original principal amount of **\$1,375,800**.

Quantity	Manufacturer	Serial Numbers	Year	Model/Type of Equipment	Cost
1	GM	MEC 501	1974	GP40-2	\$229,300.00
1	GM	MEC 504	1974	GP40-2	\$229,300.00
1	GM	MEC 506	1974	GP40-2	\$229,300.00
1	GM	MEC 509	1977	GP40-2	\$229,300.00
1	GM	MEC 512	1977	GP40-2	\$229,300.00
1	GM	MEC 513	1977	GP40-2	\$229,300.00

This **COLLATERAL SCHEDULE NO. 6** may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same **COLLATERAL SCHEDULE NO. 6**.

SECURED PARTY:

General Electric Capital Corporation

By: _____

PATRICK J. COONEY
Title: **SENIOR RISK ANALYST**

Date: _____

DEBTOR:

Maine Central Railroad Company

By: _____

Title: _____

Date: _____

COLLATERAL SCHEDULE NO. 6

THIS COLLATERAL SCHEDULE NO. 6 is annexed to and made a part of that certain Master Security Agreement and Chattel Mortgage dated as of December 28, 1998 between **General Electric Capital Corporation** as Secured Party and **Maine Central Railroad Company** as Debtor and describes collateral in which Debtor has granted Secured Party a security interest in connection with the Indebtedness (as defined in the Security Agreement) including without limitation that certain Promissory Note dated December 29, 2000 in the original principal amount of **\$1,375,800**.

Quantity	Manufacturer	Serial Numbers	Year	Model/Type of Equipment	Cost
1	GM	MEC 501	1974	GP40-2	\$229,300.00
1	GM	MEC 504	1974	GP40-2	\$229,300.00
1	GM	MEC 506	1974	GP40-2	\$229,300.00
1	GM	MEC 509	1977	GP40-2	\$229,300.00
1	GM	MEC 512	1977	GP40-2	\$229,300.00
1	GM	MEC 513	1977	GP40-2	\$229,300.00

This **COLLATERAL SCHEDULE NO. 6** may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same **COLLATERAL SCHEDULE NO. 6**.

SECURED PARTY:

General Electric Capital Corporation

By: _____

Title: _____

Date: _____

DEBTOR:

Maine Central Railroad Company

By: M.A. Hofme _____

Title: Senior Vice President _____

Date: _____

State of Connecticut)
County of Fairfield) ss

On this 21st day of December, 2000, before me personally appeared Patrick J. Cooney, to me personally known, who, by me being duly sworn, says that he is the Senior Risk Analyst of General Electric Capital Company, 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]



Notary Public **JAMES T. WROBEL**
NOTARY PUBLIC
my commission expires: ~~MY COMMISSION EXPIRES MARCH 31, 2004~~

