

RECORDATION NO. 23367-A FILED

FEB 28 '01 9-57 AM

TS

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
SUITE 200
WASHINGTON, D.C.
20006-2973
—
(202) 393-2266
FAX (202) 393-2156

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

February 27, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Stipulated Order, dated as of February 13, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Ex Parte Order which was previously filed with the Board under Recordation Number 23367.

The names and addresses of the parties to the enclosed document are:

Plaintiff: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Defendant: Bangor & Aroostook
Railroad Company
RR2, Box 45
Bangor, Maine

A description of the railroad equipment covered by the enclosed schedule is:

All property of Defendant

Mr. Vernon A. Williams
February 27, 2001
Page Two

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

Stipulated Order of the Superior Court for the State of Maine,
County of Penobscot, on behalf of Helm Finciancial Corporation,
Plaintiff, against Bangor & Aroostook Railroad Company, Defendant,
covering all property of Defendant.

Also enclosed is a check in the amount of \$27.00 payable to the order of the
Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

STATE OF MAINE
PENOBSCOT, ss.

SUPERIOR COURT
CIVIL ACTION
DOCKET NO. CV-2001-18

RECORDATION NO. **23367-A** FILED

HELM FINANCIAL CORPORATION,]

Plaintiff]

v.]

BANGOR & AROOSTOOK
RAILROAD COMPANY,]

Defendant]

FEB 28 '01 9-57 AM

SURFACE TRANSPORTATION BOARD

STIPULATED ORDER

FILED AND ENTERED
SUPERIOR COURT
FEB 13 2001
PENOBSCOT COUNTY

Plaintiff Helm Financial Corporation having moved on January 29, 2001 for an ex parte attachment, including attachment on trustee process, against the property of Defendant Bangor & Aroostook Railroad Company; and

The Court on January 29, 2001 having issued an Ex Parte Order approving that Plaintiff may make attachment, including attachment on trustee process, against Defendant's property in the amount of \$4,886,969.70 ("Ex Parte Order"); and

Defendant on February 12, 2001 having moved for the dissolution or modification of the Ex Parte Order; and

The Parties having agreed to resolve their dispute concerning the attachment of Defendant's property in accordance with the following terms;

IT IS HEREBY ORDERED:

1. Plaintiff may make attachment, including attachment on trustee process, against Defendant's property in the amount of \$5,740,137.29.

2. All bank accounts and all accounts receivable of Defendant (including, without limitation, all amounts owing to Defendant by Great Northern Paper, Fraser Paper, Louisiana Pacific or any other customer of Defendant), which were trustee processed by Plaintiff pursuant to the Ex Parte Order are hereby released immediately and directly to Defendant. Plaintiff shall immediately cease and desist from taking any action with respect to enforcement of its trustee process against any and all bank accounts and accounts receivable of Defendant from and after the date hereof until final judgment is entered in this case or a proceeding under any bankruptcy reorganization or similar insolvency statute by or against Defendant occurs. All banks, financial institutions, customers of the Defendant (including, without limitation, Great Northern Paper, Fraser Paper and Louisiana Pacific) and other persons holding funds or credits of Defendant which were trustee processed by Plaintiff pursuant to the Ex Parte Order may rely upon this

Stipulated Order in all respects for authority to turn over directly to Defendant, without any liability to Plaintiff whatsoever, all funds or credits of Defendant in their possession, custody or control at the time of service of such trustee process by Plaintiff.

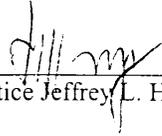
3. Defendant shall pay Plaintiff \$30,000 by wire transfer on or before 5:00 p.m. EST February 22, 2001. Such payment shall be credited against any final judgment that Plaintiff might obtain against Defendant in this action or against any amount the parties agree in settlement that Defendant owes Plaintiff. In the event that Defendant fails to pay Plaintiff the \$30,000 on or before February 22, 2001, Plaintiff is authorized, notwithstanding the provisions in paragraph 2 above, to serve additional trustee process summons against any banks, financial institutions or customers of Defendant holding funds or credits of Defendant in accordance with M. R. Civ. P. 4B and other applicable law without contest by Defendant.

4. From and after the date hereof, Plaintiff shall make no effort to increase the amount of, or otherwise modify, the attachment authorized by this Stipulated Order or seek any subsequent attachment against Defendant's property for claims arising in any way from the locomotive and rail car leases at issue in this case. Defendant shall make no effort to dissolve, or otherwise modify, the attachment authorized by this Stipulated Order.

5. Plaintiff shall release its attachment against certain real property located in the Towns of Fort Fairfield and Easton, Maine, formerly known as the Fort Fairfield Branch, and generally described as extending from Milepost F10 in the Town of Easton, in a generally northern direction through Easton, Fairmount, and Maple Grove, to Fort Fairfield (Milepost F18.55), together with certain other property related thereto, upon the sale of such property to the Town of Fort Fairfield (or its nominee), provided the proceeds of such sale are used only to pay Defendant's closing costs including attorney's fees, and to be applied against all encumbrances senior to Plaintiff's attachments necessary to receive discharges or releases and to pay Bank Austria Creditanstalt Corporate Finance, Inc. and/or Bank Austria Creditanstalt SBIC, Inc. (together, "Bank Austria") toward the outstanding debt owed by the Defendant to the Bank Austria.

6. This Stipulated Order in no way prejudices the Parties' positions with respect to the merits of this dispute. Both parties expressly reserve all claims and defenses that they may have in this action. The Parties further assert that they contest some or all of the assertions made in the affidavits submitted by the opposing party in support of Plaintiff's motion for an ex parte attachment and Defendant's motion to dissolve or modify that attachment. By entering this Stipulated Order, the parties agree that they shall not be bound by any fact contained in the opposing party's supporting affidavits and they shall remain free to contest all assertions made therein without being collaterally estopped or otherwise bound by the doctrine of issue preclusion.

Dated: 2/13/01


Justice Jeffrey L. Hjelm

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*Order by [unclear] This order will be docket by return per rule 75.1
JLH*

A TRUE COPY

ATTEST:

[Signature]
CLERK