ALVORD AND ALVORD

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URBAN A. LESTER

September 7, 2001

ELIAS C. ALVORD (1942)

ELLSWORTH C. ALVORD (1964)

SEP 0.7 :01

2-15

SURFACE TRANSPORTATION BOARD

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 two (2) copies of a Security Agreement dated as of September 4, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Debtors:

Guilford Transportation Industries Inc.

14 Aviation Avenue Portamouth, NH 03801

Boston and Maine Corporation, Maine Central Railroad Company,

Portland Terminal Company, Springfield Terminal Railway Company,

Guilford Motor Express, Inc. High Street-Iron Horse Park North Billerica, MA 01862

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Mr. Vernon A. Williams September 7, 2001 Page Two

Aroostook and Bangor Resources, Inc. Mill Road

Mattawamkeag, MA 04459

East Street, Inc. 24 East Street

Cambridge, MA 02141

Perma Treat Corporation

Air Line Drive Durham, CT 06422

Secured Party:

Mellon Bank, N.A.

One Mellon Bank Center Pittsburgh, PA 15258

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

All railroad cars, locomotives and other rolling stock of the Debtors NOW OR HEREAFTER EXISTING OR ACQUIRED

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

Security Agreement

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fee.

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

Very truly yours,

Robert W. Alvord

RWA/anm Enclosures

RECORDATION NO. 2364 FILED

SEP 0 7 '01

3-15 PM

SURFACE TRANSPORTATION BOARD

SECURITY AGREEMENT

THIS AGREEMENT, dated as of September 4, 2001, made by GUILFORD TRANSPORTATION INDUSTRIES, INC., a Delaware corporation (the "Borrower"), BOSTON AND MAINE CORPORATION, a Delaware corporation ("B&M"), MAINE CENTRAL RAILROAD COMPANY, a Maine corporation ("MCRC"), SPRINGFIELD TERMINAL RAILWAY COMPANY, a Vermont corporation ("STRC"), PORTLAND TERMINAL COMPANY, a Maine corporation ("PTC"), GUILFORD MOTOR EXPRESS, INC., a Delaware corporation ("GMEI"), PERMA TREAT CORPORATION, a Delaware corporation ("PT"), AROOSTOOK AND BANGOR RESOURCES, INC., a Maine corporation (ABRI"), and EAST STREET, INC., a Delaware corporation ("ESI") in favor of MELLON BANK, N.A., a national banking association, as agent (the "Agent") for the Lenders (as hereinafter defined), and the LC Bank (as hereinafter defined). The Borrower, B&M, MCRC, STRC, PTC, GMEI, PT, ABRI, and ESI are herein collectively referred to as the "Debtors" and herein sometimes individually referred to as a "Debtor".

Recitals:

- A. The Borrower has entered into a Credit Agreement dated as of the date hereof (as amended from time to time, the "Credit Agreement") with the lenders named on the signature pages thereto and from time to time parties thereto (the "Lenders"), the LC Bank (as defined therein) and Mellon Bank, N.A., as Agent for the Lenders and the LC Bank. Pursuant to the Credit Agreement, the Lenders have agreed to make certain Loans to the Borrower and the LC Bank has agreed to issue Letters of Credit (as defined in the Credit Agreement), and the Borrower has agreed, among other things: (i) to repay the Loans, with interest thereon, (ii) to reimburse the LC Bank for drawings under the Letters of Credit, and (iii) to pay to the Agent and the Lenders certain fees and expenses, all in accordance with the Credit Agreement.
- B. Each of the Debtors other than the Borrower is a wholly owned subsidiary of the Borrower and each of such Debtors has determined that it will benefit from the credit extended to the Borrower under the Credit Agreement and each of the Debtors other than the Borrower is entering into a Guaranty and Suretyship Agreement, dated on or about the date hereof, in connection with the Credit Agreement.
- C. It is a condition precedent to the extension of credit under the Credit Agreement that the Borrower execute and deliver this Agreement. This Agreement is made by the Debtors among other things to induce the Lenders and the LC Bank to enter into the Loan Documents (as defined below), and to induce the Lenders and the LC Bank to extend credit under the Credit Agreement.
- C. The Debtors acknowledge that the Agent, the LC Bank and the Lenders have relied and will rely on this Agreement in entering into the Loan Documents and extending credit under the Credit Agreement. Each Debtor further acknowledges that it has, independently and without reliance upon the Lenders or the Agent or any representation by or other information from the Lenders or the Agent, made its own credit analysis and decision to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, and intending to be legally bound, each of the Debtors hereby agrees as follows:

Article I Definitions

1.1. Definitions.

(a) *Certain Definitions*. Capitalized terms not otherwise defined herein shall have the meanings given in the Credit Agreement. In addition to the other terms defined elsewhere in this Agreement, as used herein the following terms shall have the following meanings:

"GECC Stock" means the railroad cars, locomotives and other rolling stock which is subject to a Lien in favor of General Electric Capital Corporation as described on Schedule B to this Agreement and railroad cars, locomotives and other rolling stock which is acquired after the date hereof from an affiliate of, and is subject to a Lien (which Lien does not violate the Credit Agreement or this Agreement) in favor of, General Electric Capital Corporation.

"Guilford Rail System" means railroad tracks owned or operated by one or more of the Debtors.

"Loan Documents" shall mean the Credit Agreement, the Guaranties, this Agreement, and all agreements and instruments from time to time delivered under or in connection with any of the foregoing, in each case as the same may be amended from time to time.

"Rollling Stock" mean all railroad cars, locomotives and other rolling stock, and accessories used on such railroad cars, locomotives and other rolling stock (including superstructures and racks) now owned or hereafter acquired by any Debtor, including without limitation the railroad cars, locomotives and other rolling stock described on Schedule A to this Agreement, except only the GECC Stock.

"Secured Obligations" shall mean all obligations from time to time of the Borrower, and all obligations from time to time of each of the other Debtors, to the Agent, the LC Bank and the Lenders under or in connection with any Loan Document, including all obligations to pay principal, interest, fees, indemnities or other amounts, in each case whether such obligations are direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, now existing or hereafter arising.

"UCC" shall mean the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania from time to time.

(b) *Certain Cross-References*. The following terms are defined in this Agreement in the Section or other place indicated:

"Agent"	Preamble
"Borrower"	Preamble
"Collateral"	2.1
"Credit Agreement"	Recitals
"Equipment"	2.1
"Inventory"	2.1
"Lenders	Recitals
"notices"	6.3
"Receivables"	2.1
"Related Contracts"	2.1

1.2. UCC Definitions. Unless otherwise defined herein, terms defined in Articles 8 or 9 of the UCC shall have the same meanings in this Agreement.

Article II The Security

- 2.1. Grant of Security. As security for the full and timely payment and performance of the Secured Obligations, each Debtor hereby assigns and pledges to the Agent for the benefit of the Lenders and the LC Bank, and grants to the Agent for the benefit of the Lenders and the LC Bank a security interest in, all right, title and interest of such Debtor in, to and under the following, whether now or hereafter existing or acquired (the "Collateral"):
 - (a) all Rolling Stock and all other equipment in all of its forms, all fixtures, and all accessions, additions, attachments, parts, substitution, replacements and documents of title to or for any of the foregoing, in each case wherever located, except any such items which are subject to a security interest in favor of the Agent pursuant to the Aircraft Mortgage (collectively, the "Equipment");
 - (b) all inventory in all of its forms and raw materials and work in progress therefor, finished goods thereof and materials used or consumed in the manufacture or production thereof, (ii) all goods in which such Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which such Debtor has an interest or right as consignee), and (iii) all goods which are returned to or repossessed by such Debtor, and all accessions to, products of and documents for any of the foregoing, in each case wherever located (collectively, the "Inventory");
 - (c) all accounts, contract rights, chattel paper, instruments, documents, deposit accounts, and general intangibles whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and specifically including, without limitation, all insurance refund claims, insurance claims, tort claims and tax refund claims; all rights in respect of any pension plan or similar arrangement; all patents, trademarks (together with the goodwill of the business relating thereto), trade names, service marks and copyrights, and all applications for any of the foregoing; all trade secrets and other proprietary information, all unpatented inventions (whether or not patentable), and all other intellectual property of any kind or nature; all licenses, permits and agreements of any type by which such Debtor uses or possesses or has authority to use or possess property or rights of others, or by which others use, possess or have authority to use or possess any property or rights of such Debtor; all other licenses, permits and consents of any kind or nature; and all computer software, including source code and documentation), and all rights now or hereafter existing in and to all security agreements, guaranties and other agreements securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, documents, deposit accounts, or general intangibles (such accounts, contract rights, chattel paper, instruments, documents, deposit accounts, and general intangibles being collectively the "Receivables," and such security agreements, guaranties and other agreements being collectively the "Related Contracts");
 - (d) all books and records in whatever form (together with all related software) relating to, or used or useful in connection with, any Collateral; and
 - (e) all proceeds of any of the foregoing (including, without limitation, proceeds which constitute property of the types described in the foregoing clauses (a) through (d) and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

- 2.2. Debtors Remain Liable. Notwithstanding anything to the contrary herein or in any other Loan Document, (a) each Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Agent of any rights or remedies under or in connection with this Agreement or any other Loan Document shall not release any Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Agent shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement or any other Loan Document, nor shall the Agent be obligated to perform any of the obligations or duties of any Debtor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.
- 2.3. Continuing Agreement. This Agreement creates a continuing security interest in the Collateral and shall continue in full force and effect until all Secured Obligations have been paid in cash and performed in full, and all commitments to extend credit under the Loan Documents have terminated Upon the payment in cash and performance in full of all Secured Obligations and termination of all commitments to extend credit under the Loan Documents, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Debtors. Upon any such termination, the Agent will, at the Borrower's request and expense, return to the Debtors, without any representations, warranties or recourse of any kind whatsoever, such of the Collateral as then may be held by the Agent hereunder, and execute and deliver to the Debtors such documents as the Borrower may reasonably request to evidence such termination.

Article III Representations and Warranties

Each of the Debtors hereby represents and warrants to the Agent, the LC Bank and the Lenders as follows:

- 3.1. Title. All of the Collateral is, or (with respect to after-acquired Collateral) at the time of acquisition thereof will be, owned legally and beneficially by a Debtor, free and clear of any lien, security interest, option or other charge or encumbrance, except for the security interest under this Agreement in favor of the Agent securing the Secured Obligations. No effective financing statement or other item similar in effect covering any Collateral is on file in any recording office, except such as may be filed in favor of the Agent or the Lenders relating to this Agreement.
- 3.2. Validity, Perfection and Priority. This Agreement creates a valid security interest in the Collateral in favor of the Agent for the benefit of the LC Bank and the Lenders securing the Secured Obligations, which security interest has been duly perfected and is prior to all other liens, security interests, options or other charges or encumbrances. All filings and other actions necessary or desirable to perfect and protect such security interest in favor of the Agent have been duly made and taken.
- 3.3. Governmental Approvals and Filings. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is or will be necessary (a) for the grant by each Debtor of the security interest in the Collateral hereunder or for the execution, delivery or performance of this Agreement by each Debtor, (b) to ensure the validity, perfection or priority of the security interest in the Collateral granted hereunder, or (c) for the exercise by the Agent of any of its rights or remedies hereunder, except for the filing of financing statements and continuation statements in appropriate jurisdictions pursuant to the Uniform Commercial Code as in effect in such jurisdictions.
- **3.4.** Offices, etc. Schedule 3.4 identifies as of the date hereof the address of the chief executive office of each Debtor and of each office (whether maintained by such Debtor or otherwise) where books and records relating to the Collateral are kept, and of each place of business of each Debtor

in the jurisdiction containing its chief executive office. Schedule 3.4 also identifies all changes in the foregoing information during the one year period ending on the date hereof.

- 3.5. Location of Equipment and Inventory. Schedule 3.5 identifies as of the date hereof the address of each place at which Equipment (other than Rolling Stock) or Inventory of each Debtor is located. Schedule 3.5 also identifies all changes in the foregoing information during the one year period ending on the date hereof.
- 3.6. Names, etc. Schedule 3.6 identifies the state of incorporation of each Debtor; the exact legal name of each Debtor and the organizational identification number of each Debtor. During the one year period ending on the date hereof, neither any Debtor nor any of its direct or indirect predecessors by merger, consolidation or other corporate reorganization is or has been known by or used any corporate or fictitious name or trade name (other than the corporate name of such Debtor as of the date hereof), nor has any Debtor or any such predecessor been the subject of any merger, consolidation or other corporate reorganization, nor has any Debtor or any such predecessor otherwise changed its name, identity or corporate structure, except as set forth in Schedule 3.6. For each such direct and indirect predecessor of each Debtor, Schedule 3.6 also identifies the respective addresses referred to in Sections 3.4 and 3.5 for all times during such period.
- **3.7. Possession and Control.** The Debtors have exclusive possession and control of the Equipment and Inventory.
- **3.8. Certain Receivables.** The Debtors have delivered to the Agent possession of all originals of all promissory notes or other instruments, chattel paper and negotiable documents constituting Collateral.
- 3.9. Compliance with Laws, etc. All Inventory has been produced in compliance with all requirements of the Fair Labor Standards Act. Each Debtor is in compliance with all laws, the noncompliance with which might have a material adverse effect on the value of the Collateral or the value of the security interest in favor of the Agent under this Agreement in the Collateral.
- **3.10. Rolling Stock.** Schedule A to this Agreement lists all locomotives, railroad cars and other Rolling Stock owned by any of the Debtors on the date of this Agreement, other than GECC Stock.

Article IV

4.1. Books and Records; Inspection. Each Debtor shall (a) keep complete and accurate books and records concerning the Collateral and, at the request of the Agent from time to time, permit the Agent or its representatives to inspect and copy such books and records, (b) at the request of the Agent from time to time, permit the Agent or its representatives to inspect any Collateral not in the possession of the Agent, and (c) furnish to the Agent such information and reports in connection with the Collateral at such times and in such form as the Agent may reasonably request. The Agent shall have the right to examine and verify the Collateral from time to time, and each Debtor shall cooperate with the Agent in such examination and verification.

4.2. Transfers and Other Liens, etc.

(a) *Transfers.* No Debtor shall sell, assign, transfer or otherwise dispose of any Collateral (voluntarily or involuntarily, by operation of law or otherwise), except as permitted by Section 6.06 of the Credit Agreement.

- (b) Other Liens. No Debtor shall create or permit to exist any lien, security interest, option or other charge or encumbrance on any Collateral (voluntarily or involuntarily, by operation of law or otherwise), except as permitted by Section 6.01 of the Credit Agreement, except for the security interest under this Agreement in favor of the Agent securing the Secured Obligations.
- 4.3. Change in Name, etc. No Debtor shall change its name or jurisdiction of incorporation, or be the subject of any merger, consolidation or other corporate reorganization, or otherwise change its name, identity or corporate structure, except, upon 60 days' prior notice to the Agent (specifically referring to this Section 4.3), and after all actions referred to in Section 4.7(a) have been completed.

4.4. Certain Covenants Relating Primarily to Equipment and Inventory.

- (a) *Maintenance and Repair*. The Debtors shall cause the Equipment to be maintained and preserved in the same condition, repair and working order as when new, ordinary wear and tear (both prior and subsequent to the date hereof) excepted, and in accordance with any applicable manufacturer's manual; and the Debtors shall forthwith, or in the case of any loss or damage to any of the Equipment as promptly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements and other improvements in connection therewith which are necessary or desirable to such ends. The Debtors shall promptly notify the Agent of any material loss or damage to any of the Equipment.
- (b) *Possession and Control*. If any Equipment or Inventory is at any time in the possession or control of any warehouseman, bailee, lessee, consignee or other third Person, the Debtors will forthwith notify the Agent thereof and, upon request of the Agent from time to time, notify such Person of the Agent's security interest therein and instruct such Person to hold all Equipment and Inventory for the Agent and the Borrower as their interests may appear, and subject solely to the Agent's instructions.
- (c) Taxes, Claims; FLSA. The Debtors shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Equipment and Inventory. In producing Inventory, the Debtors shall comply with all requirements of the Fair Labor Standards Act.
- (d) *Certificate of Title.* The Debtors shall cause the security interests in favor of the Agent hereunder to be duly noted on any certificate of title with respect to any Collateral, and shall promptly (and in any event within 10 days after the acquisition of any property subject to any certificate of title), deliver or cause to be delivered to the Agent each such certificate of title.
- (e) Location of Rolling Stock. The Rolling Stock which consists of locomotives are and shall be used in the Debtors' businesses on or in connection with the Guilford Rail System. The Rolling Stock other than locomotives shall be used in connection with the national rail system, including the Guilford Rail System and shall not be removed therefrom without the consent of the Required Lenders; provided, that portions of the Rolling Stock may, in connection with the Debtors' business, be in Canada on a temporary basis from time to time, provided the Debtor takes reasonable steps to insure the prompt return thereof to the United States.
- 4.5. Covenant Relating Primarily to Receivables. Except as otherwise provided in this Section 4.5, the each Debtor shall continue to collect, at its own expense, all amounts due or to become due to such Debtor under the Receivables. In connection with such collections, each Debtor may take (and, at the Agent's direction, shall take) such action as such Debtor or the Agent may deem necessary or advisable to enforce collection of the Receivables; provided, however, that the Agent shall have the right at any time upon the occurrence and during the continuance of an Event of Default or Potential Default and upon notice to the Borrower of its intention to do so, to notify (or require the applicable Debtor to notify) the account debtors or obligors under any Receivables of the security

interest in favor of the Agent in the Receivables and to direct such account debtors or obligors to make payments of all amounts due or to become due to the applicable Debtor thereunder directly to the Agent and, upon such notification and at the expense of the Debtors, to enforce collection of any such Receivables, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the applicable Debtor may have done. After receipt by the Borrower of the notice from the Agent referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including instruments) received by any Debtor in respect of the Receivables shall be received in trust for the benefit of the Agent hereunder, shall be segregated from other funds of such Debtor and shall be forthwith paid over or delivered to the Agent in the same form as so received (with any necessary indorsement) to be held as collateral hereunder and either (A) released to the applicable Debtor so long as no Event of Default or Potential Default shall have occurred and be continuing, or (B) if any Event of Default or Potential Default shall have occurred and be continuing, applied as provided in Section 5.6, and (ii) the Debtors shall not adjust, settle or compromise the amount or payment of any Receivable, release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

4.6. Insurance.

- (a) *Maintenance, etc.* Each Debtor shall, at its own expense, maintain or cause to be maintained insurance on the Collateral in accordance with Section 5.04 of the Credit Agreement.
- (b) *Reimbursement Generally.* Reimbursement under any liability insurance policy maintained by any Debtor pursuant to Section 4.6(a) may be paid directly to the Person who has incurred liability covered by such insurance. In case of any loss involving damage to Equipment or Inventory to which Section 4.6(c) does not apply, the applicable Debtor shall make the necessary repairs to or replacement of such Equipment or Inventory, and any proceeds of insurance maintained by the applicable Debtor for such purpose shall be payable to such Debtor as reimbursement for the costs of such repairs or replacements.
- (c) Reimbursement in Certain Cases. Upon (i) the occurrence and during the continuance of any Event of Default or Potential Default, or (ii) the actual or constructive loss in excess of \$150,000 per occurrence of any Equipment or Inventory, all insurance payments in respect of Equipment or Inventory shall be paid to the Agent and applied as specified in Section 5.7 hereof or, if the Agent so elects, applied to repair or replace such lost Equipment or Inventory.

4.7. Further Assurances.

- (a) General. Each Debtor shall from time to time, at its expense, promptly execute and deliver all further instruments and agreements, and take all further actions, that may be necessary or appropriate, or that the Agent may reasonably request, in order to perfect or protect any assignment, pledge or security interest granted or purported to be granted hereby or to enable the Agent to exercise or enforce its rights and remedies hereunder. Without limiting the generality of the foregoing,
 - (i) If any Collateral shall be evidenced by a promissory note or other instrument, chattel paper or negotiable document, such Debtor will immediately deliver to the Agent such promissory note or instrument or chattel paper or negotiable document, duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Agent.
 - (ii) For each deposit account included in the Collateral, at the Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Agent, such Debtor will either (a) cause the depositary bank to agree to comply at any time with instructions from the Agent to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Debtor, or (b) arrange for the Agent to become the customer of the depositary bank with respect to the deposit account, with such Debtor being

permitted, only with the consent of the Agent, to exercise rights to withdraw funds from such deposit account. The Agent agrees with each Debtor that the Agent shall not give any such instructions or withhold any withdrawal rights from the Borrower, unless an Event of Default or a Potential Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Document, would occur.

- (ii) Each Debtor will (A) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Agent may request, in order to perfect and preserve any assignment, pledge or security interest granted or purported to be granted hereby, (B) cause the Agent's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Agent to enforce, the Agent's security interest in such Collateral, (C) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Agent to enforce, the Agent's security interest in such Collateral.
- (iii) Each Debtor will mark conspicuously each copy of all chattel paper and negotiable documents included in the Collateral and, at the request of the Agent, each Related Contract and each of its records pertaining to the Collateral with a legend, in form and substance satisfactory to the Agent, indicating that such chattel paper, negotiable document, Related Contract or Collateral is subject to the security interest granted pursuant hereto.
- (b) *Financing Statements*, *etc.* Each Debtor hereby authorizes the Agent to file one or more financing or continuation statements, and amendments thereto, relating to any Collateral without the signature of such Debtor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering any Collateral shall be sufficient as a financing statement where permitted by law.
- (c) Waiver by Landlords, Mortgagees, etc. To the extent that any Collateral at any time is located on premises that is leased from, or otherwise belonging to, any Person other than a Debtor, or that is subject to a mortgage or other lien in favor of any Person other than a Debtor, each Debtor shall provide the Agent with a waiver agreement in form and substance satisfactory to the Agent, duly executed by such landlord, mortgagee or other Person. Such executed waiver agreement shall be provided to the Agent not later than 60 days after the date hereof, in the case of any such premises existing on the date hereof, and in the case of any other premises, not later than the first date on which any Collateral is located on such premises.

Article V Certain Rights and Remedies of the Agent

- 5.1. Agent May Perform. If any Debtor fails to perform any obligation under or in connection with this Agreement, the Agent may (but shall have no duty to) itself perform or cause performance of such obligation, and the expenses of the Agent incurred in connection therewith shall be payable by the Debtors pursuant to Section 6.4. The Agent may from time to time take any other action which the Agent deems necessary or appropriate for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.
- **5.2.** No Duty to Exercise Powers. The powers of the Agent under and in connection with this Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers.
- **5.3. Duties of Agent.** Except for exercise of reasonable care in the custody and preservation of any Collateral in its possession and accounting for moneys received by it pursuant to this

Agreement, the Agent shall have no duty as to any Collateral. In any event the Agent (a) shall have no duty to take any steps to preserve rights against prior parties or any other rights pertaining to any Collateral, and (b) shall have no duty as to ascertaining or taking action with respect to calls, conversions, exchanges, tenders, maturities or other matters pertaining to any Collateral, whether or not the Agent has any knowledge of such matters, and (c) shall not be liable for any action, omission, insolvency or default on the part of any agent or custodian (other than the Agent) appointed by the Agent in good faith. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if it takes such action for such purpose as the Borrower requests in writing from time to time (but failure to take any such action shall not in itself be deemed a failure to exercise reasonable care or evidence of such failure). Subject only to the performance by the Agent of its duties set forth in this Section 5.3, risk of loss, damage and diminution in value of the Collateral, of whatever nature and however caused, shall be on the Debtors.

- **5.4. Power of Attorney.** Each Debtor hereby irrevocably appoints the Agent, with full power of substitution, to be the attorney-in-fact of such Debtor, with full authority in the place and stead of such Debtor and in the name of such Debtor or otherwise, from time to time in the Agent's discretion, but only so long as an Event of Default or Potential Default has occurred and exists, to take any action and to execute any instruments and agreements which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including the following:
 - (a) to demand, collect, enforce, file claims for, sue for, recover, compromise, release, and take any action or institute any proceedings to collect or enforce, all rights to payments due or to become due and all other rights of such Debtor under or in connection with any Collateral,
 - (b) to receive, endorse and collect any checks, notes or other instruments, documents, chattel paper or any other payment media in connection with the foregoing clause (a), and
 - (c) to perform all obligations of such Debtor hereunder; *provided*, that except for taking actions referred to in Section 4.7(a), such power of attorney may be exercised only so long as an Event of Default or Potential Default has occurred and is continuing. Such power of attorney is irrevocable and coupled with an interest. All third parties are entitled to rely conclusively on a representation by the Agent that it is entitled to exercise such power of attorney.
- **5.5.** Certain Remedies. If any Event of Default shall have occurred and be continuing, the Agent may exercise all rights and remedies which it may have under this Agreement, any other agreement, at law or otherwise, and in addition, the following provisions shall apply:
 - (a) The Agent may exercise all rights and remedies with respect to the Collateral and each part thereof as are provided by the UCC to a secured party on default (whether or not the UCC applies to the affected Collateral). To the extent, if any, the Agent does not otherwise have the right to do so, the Agent may (i) take absolute possession and control of the Collateral or any part thereof, (ii) transfer any Collateral into the name of the Agent or its nominees, (iii) notify the parties obligated on the Collateral to make to the Agent any payments due or to become due, (iv) receive any payments made under or in connection with the Collateral, (v) exercise all rights and remedies of any of the Debtors under or in connection with the Collateral, (vi) demand, collect, enforce, file claims for, sue for, recover, compromise, release, and take any action or institute any proceedings to collect or enforce, all rights to payments due or to become due and all other rights of any Debtor under or in connection with any Collateral, and (vii) otherwise deal in and act with respect to the Collateral in all respects as though it were the outright owner thereof;
 - (b) Upon the request of the Agent, the Debtors will, at its expense, forthwith assemble all or part of the Collateral as directed by the Agent and make it available to the Agent at a place to be designated by the Agent that is reasonably convenient to both parties. The Agent may enter

into, occupy and take possession of any premises where any Collateral is located, without obligation to any Debtor;

- (c) All payments received by any Debtor in respect of any Collateral shall be received in trust for the benefit of the Agent, shall be segregated from other funds of such Debtor and shall be forthwith paid over to the Agent in the same form as so received (with any necessary endorsement);
- (d) The Agent may, without notice except to the extent required by law, sell the Collateral or any part thereof, in one or more parcels, at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Agent may deem commercially reasonable. Each Debtor agrees that, to the extent notice of sale is required by law, at least ten days' notice to the Borrower (on behalf of the Debtors) of the time and place of any public sale or the time after which any private sale is to be made, shall constitute reasonable notification. The Agent shall not be obligated to make any sale, regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned; and
- (e) Each Debtor agrees that the Agent may comply with any limitation or restriction in connection with any sale of any Collateral as the Agent may deem be necessary or advisable in order to comply with any law, or in order to obtain or make, or avoid the need to obtain or make, any approval or registration of the offering, sale or purchaser by or with any governmental agency or regulatory body. Without limitation, the Agent may, for the purpose of complying with applicable securities laws, sell only by private sales to members of a restricted group of offerees who will be obliged, among other things, to acquire such Collateral for their own accounts for investment and not with a view to distribution or resale. Each Debtor agrees that (i) the Agent may make sales in compliance with such limitations and restrictions, even though such sales may be at prices and on other terms less favorable to the seller than if such approvals or registrations were obtained or made, (ii) the Agent shall have no obligation to delay sale of any Collateral in order to obtain or make any such approval or registration, and (iii) it shall not be commercially unreasonable to make sales in compliance with such limitations and restrictions.
- 5.6 Standards for Exercising Remedies. To the extent that applicable law imposes duties on the Agent to exercise remedies in a commercially reasonable manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for the Agent (a) to fail to incur expenses reasonably deemed significant by the Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtors, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Agent against risks of loss, collection or disposition of Collateral or to

provide to the Agent a guaranteed return from the collection or disposition of Collateral, or (1) to the extent deemed appropriate by the Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral. Each Debtor acknowledges that the purpose of this Section 5.6 is to provide non-exhaustive indications of what actions or omissions by the Agent would not be commercially unreasonable in the Agent's exercise of remedies against the Collateral and that other actions or omissions by the Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 5.6. Without limitation upon the foregoing, nothing contained in this Section 5.6 shall be construed to grant any rights to any Debtor or to impose any duties on the Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 5.6.

5.7. Application of Payments.

- (a) Sales on Credit. If the Agent sells any Collateral upon credit, the Debtors will be credited only with cash payments actually made by the purchaser and received by the Agent.
- (b) Cash Proceeds of Sale. All cash held by the Agent as Collateral and all cash proceeds received by the Agent in respect of any sale of, collection from, or other realization upon any of the Collateral, may in the discretion of the Agent be held by the Agent as collateral for the Secured Obligations, or then or at any time thereafter applied (after payment of any amounts payable to the Agent pursuant to Section 6.4) in whole or part by the Agent to the Secured Obligations (whether or not then due) in such order as the Lenders may elect. If and when all Secured Obligations shall have been paid in cash in full and all commitments to extend credit under the Loan Documents shall have terminated, any surplus of such cash or cash proceeds held by the Agent shall be paid over to the Borrower, on behalf of the Debtors, or as otherwise required by law. The Debtors shall remain liable for any deficiency.

Article VI Miscellaneous

- **6.1.** Amendments, etc. No amendment to or waiver of any provision of this Agreement, and no consent to any departure herefrom, shall in any event be effective unless in a writing manually signed by or on behalf of the Agent and the Debtors. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- 6.2. No Implied Waiver; Remedies Cumulative. No delay or failure of the Agent in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies of the Agent under this Agreement are cumulative and not exclusive of any other rights or remedies available hereunder, under any other agreement, at law, or otherwise.
- **6.3.** Notices. Except to the extent, if any, otherwise expressly provided herein, all notices and other communications (collectively, "notices") under this Agreement shall be given, shall be effective, and may be relied upon, in the same way as notices under the Credit Agreement.

6.4. Indemnity and Expenses.

(a) *Indemnity*. The Debtors jointly and severally agree to indemnify the Agent from and against any and all claims, losses, liabilities and expenses (including reasonable attorneys's fees) arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, liabilities and expenses resulting solely from the gross negligence or willful misconduct of the Agent.

- (b) Expenses. The Debtors will upon demand pay to the Agent the amount of all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection of or other realization upon, any Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder, or (iv) the failure by any Debtor to perform or observe any of the provisions hereof.
- **6.5.** Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements.
- **6.6. Survival.** The obligations of the Debtors under Section 6.4 shall survive termination of this Agreement and all other events and conditions whatever. All representations and warranties of the Debtors contained in or made in connection with this Agreement shall survive, and shall not be waived by, the execution and delivery of this Agreement, any investigation by or knowledge of the Agent, any extension of credit, termination of this Agreement, or any other event or circumstance whatever.
- **6.7.** Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same agreement.
- 6.8. Construction. In this Agreement, unless the context otherwise clearly requires, references to the plural include the singular, the singular the plural, and the part the whole; the neuter case includes the masculine and feminine cases; and "or" is not exclusive. In this Agreement, any references to property (and similar terms) include an interest in such property (or other item referred to); "include," "includes," "including" and similar terms are not limiting; "hereof," "herein," "hereunder" and similar terms refer to this Agreement as a whole and not to any particular provision; and "expenses," "costs," "out-of-pocket expenses" and similar terms include the charges of in-house counsel, auditors and other professionals of the relevant Person to the extent that such amounts are routinely identified and charged under such Person's cost accounting system. Section and other headings in this Agreement, and any table of contents herein, are for reference only and shall not affect the interpretation of this Agreement in any respect. Section and other references in this Agreement are to this Agreement unless otherwise specified. This Agreement has been fully negotiated between the applicable parties, each party having the benefit of legal counsel, and accordingly neither any doctrine of construction of security agreements in favor of the Debtors, nor any doctrine of construction of ambiguities against the party controlling the drafting, shall apply to this Agreement.
- 6.9. Successors and Assigns. This Agreement shall be binding upon each Debtor and its successors and assigns and all persons who become bound as a debtor to this Agreement, and shall inure to the benefit of and be enforceable by the Agent and its successors and assigns. Without limitation of the foregoing, the Agent (and any successive assignee or transferee) from time to time may assign or otherwise transfer all or any portion of its rights or obligations under the Loan Documents (including all or any portion of any commitment to extend credit), or any Secured Obligations, to any other Person, and such Secured Obligations (including any Secured Obligations resulting from extension of credit by such other Person under or in connection with the Loan Documents) shall be and remain Secured Obligations entitled to the benefit of this Agreement, and to the extent of its interest in such Secured Obligations such other Person shall be vested with all the benefits in respect thereof granted to the Agent in this Agreement or otherwise.

IN WITNESS WHEREOF, each Debtor and the Agent have executed and delivered this Agreement as of the date first above written.

MELLON BANK, N. A., as Agent

Name: Gini,

Title: Sector Vice Freshont

ATTEST:

GUILFORD TRANSPORTATION INDUSTRIES, IN **BOSTON AND MAINE CORPORATION** EAST STREET, INC. GUILFORD MOTOR EXPRESS, INC. PORTLAND TERMINAL COMPANY SPRINGFIELD TERMINAL RAILWAY **COMPANY** MAINE CENTRAL RAILROAD **COMPANY** AROOSTOOK AND BANGOR

RESOURCES, INC. PERMA TREAT CORPORATION

Senior Vice President - Finance

ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA)	
)	SS:
COUNTY OF ALLEGHENY)	
BEFORE ME, the undersigned notary pub	olic in a	nd for the foregoing County and
Commonwealth, on this 5TH day of SEPTEMEN		
Gegick, who, after being duly sworn according to		
President of MELLON BANK, N.A., the party th		
he executed the foregoing instrument on behalf of		
the executed the foregoing institution of behalf of	said pa	ity for the purposes therein contained.
WITNESS my hand and official seal.		
Notarial Seal Erica A. Filipowski, Notary Public Pittsburgh, Allegheny County My Commission Expires Mar. 26, 2005	3	ina a Filiponski
My Commission Expires Mar. 26, 2005		Notary Public
Member, Pennsylvania Association of Notaries		•
STATE OF AMELIAN COM)	
STATE OF MASSACHUSETTS)	SS:
COLINITY OF)	33.
COUNTY OF MIDDLESEX)	
BEFORE ME, the undersigned notary pub		
on this 27th day of Augus 7 , 2001, pe		
after being duly sworn according to law, acknowl	edged tl	hat he is the Senior Vice President -

WITNESS my hand and official seal.

Notary Public

Schedule A to Security Agreement

Boston & Maine Corporation Maine Central Railroad Company Springfield Terminal Railway Company

UNITS OF RAILROAD ROLLING STOCK (OWNED OR LEASED, UNDER BOTH CAPITAL AND OPERATING LEASES)

June 30, 2001 2nd Qtr

(A). LOCOMOTIVES:

MFG	YR MFG	CO	TYPE	HRSPWR	SERIES	OWNED	LEASED	TOTAL	LESSOR/PAYEE
EMD	1950-53	MEC	GP7	1,500	12-25	3	0	3	
EMD	1957	ВМ	GP9	1,750	45-77	8	0	8	
EMD	1963-64	ST	GP35	2,500	200-216	16	0	16	Bk of NH (04/08)(Purchased)
EMD	1966	8M	GP38	2,000	252	1	0	1	Bk of NH (04/08)(Purchased)
GE	1968	MEC	U23B	2,250	288	1	0	1	
EMD	1965-68	MEC	GP40	3,000	300-321	21	0	21	Bk of NH (04/08): 43 only(Purchased)
EMD	1968	BM	GP40	3,000	325-336	10	0	10	Bk of NH (04/08)(Purchased)
EMD	1968	ВМ	GP40	3,000	337	1	0	1	
EMD	1968	ВМ	GP40	3,000	338-342	4	0	4	Bk of NH (04/08)(Purchased)
EMD	1966-73	MEC	GP40	3,000	343-381	24	0	24	8k of NH (04/08): 43 only(Purchased)
GE	1975	MEC	U18B	1,800	404+407	2	0	2	Bk of NH (04/08)(Purchased)
EMD	1982	ВМ	GP7W	1,750	470	1	0	1	
EMD	1974-77	MEC	GP40-2	3,000	500-519	20	0	20	GE Commercial Equipment Finance
EMD	1959	ST	SD26	2,625	615-643	4	0	4	Bk of NH (04/08)(Purchased)
EMD	1970	ST	SD45	3,600	681+684	2	0	2	Bk of NH (04/08)(Purchased)
EMD	1969	BM	SD39	2,300	690+692	2	0	2	Bk of NH (04/08)(Purchasod)
EMD	1953	ST	SW1	600	1400	1	0	1	
ÉMD	1950	BM	SW9	600	1424	1		1	
TOTAL	LOCOMO1	rives	·····	***************************************		. 122	0	122	
					ВМ	28	0	28	
					MEC	71	0	71	
					ST	23	0	23	
					As above	122	0	122	

Boston & Maine Corporation Maine Central Railroad Company Springfield Terminal Railway Company

<u>UNITS OF RAILROAD ROLLING STOCK</u> (OWNED OR LEASED, UNDER BOTH CAPITAL AND OPERATING LEASES)

June 30, 2001 2nd Qtr

/BY	FREIGHT	CARS
\ \ \ / / ·	11/0/0111	William.

CAPACITY

DESCRIPTION	COMP	SERIES	YR MFG	TYPE	LBS (000)	OWNED	LEASED	TOTAL	LESSOR/PAYEE
40' Box:	MEC	6341-6422	1971-73	В	110	5		5	
	MEC	8250-8253	1969			2		2	
	MEÇ	8562-8582	1957	В	110	2		2	
40' Box Subtotal						9		9	
50' Box:	ВМ	3200-3299	1979	В	154	96		96	Bk of NH (04/08)(Purchased)
	ВМ	3300-3349	1979	A	154	50		50	Bk of NH (04/08)(Purchased)
	ВМ	3350-3399	1979	В	154	48		48	Bk of NH (04/08)(Purchased)
	ВМ	3500-3539	1974	Α	154	40		40	Bk of NH (04/08)(Purchased)
	ВМ	79000-79049	1979	В	154	49		49	Bk of NH (04/08)(Purchased)
	MEC	9107-9311	1956	В	100	4		4	
	MEC	9354-9521	1961	В	100	7		7	2 Cars rented to Int'l Paper.
	MEC	9801-9899	1974-75	В	110	30		30	6 Cars rented to Eastern Fine Paper.
	MEC	10040-10185	1965	В	150	4		4	
	MEC	10208-10398	1967	В	150	11		11	
	MEC	20000-20149	1979	Α	188		141	141	GE Capital Corp.(12/03)
	MEÇ	20150-20349	1980	Α	188		192	192	CIT Group/Cap Equip Fin Inc. (01/04)
	MEC	27100-27119	1970	A	154	20		20	Bk of NH (04/08)(Purchased)
	MEC	28000-28004	1967	В	150	4		4	Bk of NH (04/08)(Purchased)
	MEÇ	28100-28119	1964	В	150	20		20	Bk of NH (04/08)(Purchased)
	MEC	29000-29229	1970	Α	154	218		218	Bk of NH (04/08)(Purchasod)
	MEC	31750-31899	1978	Α	150	144		144	GE Capital Corp.(12/3)(Purchased)
	MEC	31900-32149	1980	Α	150	240		240	GE Capital Corp.(12/3)(Purchased)
50' Box Subtotal						985	333	1,318	
Gondola:	BM	9000-9099	1976	G	200	99		99	Bk of NH (04/08)(Purchased)
	MEC	1100-1174	1975	G	195	75		75	Bk of NH (04/08)(Purchased)
	MEC	12100-12122	1957	G	154	20		20	, ,,
	MEC	14103-14248	1967	G	154	35		35	
Gondola Subtotal					:	229		229	
Hopper,Covered:	вм	5200-5299	1980	С	200	98		98	GE Capital Corp.(12/3)(Purchased)
	BM	5521-5545	1956	Č	154	7		7	44-bil in all alguages)
	BM	5750-5754	1967	C	200	5		5	
Covered Hopper Su	ibtotal					110		110	

Boston & Maine Corporation Maine Central Railroad Company Springfield Terminal Railway Company

UNITS OF RAILROAD ROLLING STOCK

June 30, 2001 2nd Qtr

					CAPACITY				
DESCRIPTION	COMP	SERIES	YR MFG	TYPE	LB\$ (000)	OWNED	LEASED	TOTAL	LESSOR/PAYEE
Hopper,Open:	ВМ	1001-1198	1968	н	190	61		61	Bk of NH (04/08)(Purchased)
	ВМ	1252-1364	1966	Н	200	26		26	Bk of NH (04/08)(Purchased)
	ВМ	10002-10298	1957	н	154	56		56	211 01 111 (0 11 00)(1
	BM	11001-11023	1957	Н	154	13		13	
	MEC	102-213	1966	Н	200	10		10	
	MEC	1000-1009		Н		8		8	
	MEC	1301-1373		н		39		39	
	MEC	2000-2049	1966	Н	100	50		50	GE Commercial Equip Fin
Hopper Subtotal						263		263	
Flat:	ВМ	34006-34088	1957	F	110	10		10	
Flat;Bulkhead	вм	5321-5339	1957	C	200	7		7	
Beam	MEC	200000	1964	FBC	105	1		1	
Flat Subtotal						18		18	
Pulpwood:	MEC	1400-1599	1964-65	L	105	72		72	
	MEC	7605-7647	1961	L	100	9		9	
Pulpwood Subtot	al					81		81	
					ВМ	665	0	665	
					MEC	1,030	333	1,363	
TOTAL FREIGHT	r cars			····	9448448711717171717	1,695	333	2,028	

Boston & Maine/Maine Central/Springfield Terminal

Locomotives Listing as of June 30, 2001

Count	Comp	Loco No	Туре	HP	Owned	Leased	Acquired	Builder	Yr built	Serial No
1	MEC	12	GP7	1500	1		12/80	EMD	01-Mar-50	8872
2	MEC	15	GP7	1500	1		12/53	EMD	01-Dec-53	19302
3	MEC	25	GP7	1500	1		11/53	EMD	01-Nov-53	19042
J	IVICO	20	011	1000			11100		0.7107.00	10012
					3					
4	BM	45	GP9	1750	====== 1		03/57	CMD	01-Jan-57	23201
5	BM	51	GP9	1750	1		03/57	EMD	01-Jan-57	23223
6	BM	52	GP9	1750	1		03/57	EMD	01-Jan-57	23224
7	BM	54	GP9	1750	1		03/57	EMD	01-Jan-57	23221
8	BM	62	GP9	1750	1		03/57	EMD	01-Jan-57	23217
9	BM	71	GP9	1750	1		03/57	EMD	01-Jan-57	23234
10	BM	72	GP9	1750	1		03/57	EMD	01-Jan-57	23239
11	BM	77	GP9	1750	1		03/57	EMD	01-Jan-57	23236
					8					
12	ST	200	GP35	2500	=== <i>∓=</i> == 1		05/93	EMD	01-Jan-64	64B107
13	ST	201	GP35	2500	1		•	EMO	01-Jan-64	64C25
14	ST	202	GP35	2500	1		10/92	EMD	01-Jan-63	64C28
15	\$T	203	GP35	2500	i		*	EMD	01-Jan-64	64627
16	ST	204	GP35	2500	i			EMD	01-Jan-63	165670
17	\$T	205	GP35	2500	i			EMD	01-Jan-64	65A11001
	ST	206	GP35	2500	1		•	EMD	01-Jan-63	63K76
18	\$T	207	GP35	2500	1				01-Jan-64	NO INFO
19			GP35		1			EMD		
20	ST	208		2500				EMD	01-Jan-64	NO INFO
21	ST	209	GP35	2500	1			EMD	01-Jan-64	63K74
22	ŞΥ	210	GP35	2500	1		-	EMD	01-Jan-64	NO INFO
23	ST	211	GP35	2500	1		_	EMD	01-Jan-64	NO INFO
24	\$T	212	GP35	2500	1		•	EMD	01-Jan-64	64R40
25	ST	214	GP35	2500	1		05/93	EMD	01-Jan-64	64C31
26	ST	215	GP35	2500	1		•	EMD	01-Jan-64	63K69
27	SΥ	216	GP35	2500	1			EMD	01-Jan-65	648101
					16					
28	ВМ	252	GP38	2000	====== 1			EMD	01-Oct-66	32662
20	D.117	202	0.00	2000				LIVIE	01-061-00	02002
					1======					
29	MEC	288	U23B	2250	1		05/83	GE	01-Sep-66	36811
					1				•	
					332222 =					
30	MEC	300	GP40	3000	1		11/95	EMD	01-Jan-67	
31	MEC	301	GP40	3000	1		-	EMD	01-Jan-67	
32	MEC	302	GP40	3000	1		-	EMD	01-Jan-67	
33	MEC	303	GP40	3000	1		•	EMD	01 - Jan-67	
34	MEC	305	GP40	3000	1		-	EMD	01-Jan-67	
35	MEC	306	GP40	3000	1		•	EMD	01-Jan-67	
36	MEC	307	GP40	3000	1		•	EMD	01-Jan-67	
37	MEC	308	GP40	3000	1			EMD	01-Jan-67	
38	MEC	309	GP40	3000	1		•	EMD	01-Jan-67	
39	MEC	310	GP40	3000	1		•	EMD	01-Jan-67	
40	MEC	311	GP40	3000	1		•	EMD	01-Jan-67	
41	MEC	312	GP40	3000	1		•	EMD	01-Jan-67	
42	MEC	313	GP40	3000	1		•	EMD	01-Jan-67	
43	MEC	314	GP40	3000	1		*	EMD	01-Jan-67	
44	MEÇ	315	GP40	3000	1			EMD	01-Jan-67	
45	MEC	316	GP40	3000	1		-	EMD	01-Jan-67	
46	MEC	317	GP40	3000	1		•	EMD	01-Jan-67	
47	MEC	318	GP40	3000	i		•	EMD	01-Jan-67	
48	MEC	319	GP40	3000	i			EMD	01-Jan-67	
49	MEC	320	GP40	3000	i		•	EMD	01-Jan-67	
50	MEÇ	321	GP40	3000	i			EMD	01-Jan-67	
	-	-	. =						J I BUILTOF	
					21					

Boston & Maine/Maine Contral/Springfield Terminal

Locomotives Listing as of June 30, 2001

							Date			
Count	Comp	Loco No	Туре	HP	Owned	Leased	Acquired	Builder	Yr built	Serial No
51	BM	325	GP40	3000	1		07/84	EMD	01-Jan-68	34669
52	BM	326	GP40	3000	1		07/84	EMD	01-Jan-68	7145-88
53	ВM	327	GP40	3000	1		07/84	EMD	01-Jan-68	
54	ВМ	328	GP40	3000	1		07/84	EMD	01-Jan-68	
55	BM	329	GP40	3000	1		07/84	EMD	01-Jan-68	
56	ВМ	330	GP40	3000	1		07/84	EMD	01-Jan-68	
57	ВМ	332	GP40	3000	1		07/84	EMD	01-Jan-68	
58	ВМ	333	GP40	3000	1		07/84	EMD	01-Jan-68	
59	ВМ	334	GP40	3000	i		07/84	EMD	01-Jan-68	7145-88
60	BM	335	GP40	3000	i		09/84	EMD	01-Jan-68	7145-78
00	O.W.	440	CI 40	3000	10		00/04	_,,,,	01 001.00	7110-70
61	вм	337	GP40	3000	=======		09/84	EMD	01-Jan-68	34722
					1					
62	вм	338	GP40	3000	1		12/84	EMD	01-Jan-68	
63	BM	339	GP40	3000	1		12/84	EMD	01-Jan-68	7145-63
64	BM	340	GP40	3000	1		12/84	EMD	01-Jan-68	7145-67
65	ВМ	342	GP40	3000	1		03/84	EMD	01-Jan-68	7145-90
					4					
66	MEC	343	GP40	3000	1		11/95	EMD	01-Jan-67	
67	MEC	344	GP40	3000	1		•	EMD	01-Jan-67	
68	MEC	345	GP40	3000	i		•	EMD	01-Jan-67	
69	MEC	346	GP40	3000	i		-	EMD	01-Jan-67	
70	MEC	347	GP40	3000	i			EMD	01-Jan-67	
71	MEC	348	GP40	3000	i		•	EMD	01-Jan-67	
72	MEC	349	GP40	3000	1		•	EMD	01-Jan-67	
73	MEÇ	350	GP40	3000	1		-			
74	MEC	351	GP40	3000	1			EMD	01-Jan-67	
75	MEC	352	GP40					EMD	01-Jan-67	
				3000	1			EMO	01-Jan-67	
76	MEC	353	GP40	3000	1		_	EMD	01-Jan-67	
77	MEC	354	GP40	3000	1			EMD	01-Jan-67	
78	MEC	370	GP40	3000	1		11/95	EMD	01-Jan-67	
79	MEC	371	GP40	3000	1		•	EMD	01-Jan- 6 7	
80	MEC	372	GP40	3000	1		*	EMD	01-Jan-67	
81	MEC	373	GP40	3000	1		•	EMD	01-Jan-67	
82	MEC	374	GP40	3000	1		•	EMD	01-Jan-67	
83	MEC	375	GP40	3000	1		-	EMD	01-Jan-67	
84	MEC	376	GP40	3000	1		10/97	EMD	01-Jan-68	
85	MEC	377	GP40	3000	1			EMD	01-Jan-68	
86	MEC	378	GP40	3000	1		•	EMD	01-Jan-68	
87	MEC	379	GP40	3000	1		•	EMD	01-Jan-68	
88	MEC	380	GP40	3000	1			EMD	01-Jan-68	
89	MEÇ	381	GP40	3000	1		•	EMD	01-Jan-68	
					24					
90	MEC	402	U18B	1800	1		07/75	GE	01-May-75	40722
91	MEC	407	U18B	1800	1		,	GE	01-May-75	40727
92	D14	470	007		2					
34 /	ВМ	470	GP7	1750	1		03/95	EMD	01-Jan-82	12365
22										

Boston & Maine/Maine Central/Springfield Terminal

Locomotives Listing as of June 30, 2001

Date

							Date			
Count	Comp	Loco No	Type	HP	Owned	Leased	Acquired	Builder	Yr built	Serial No
93	MEC	500	GP40-2	3000	1		10/00	GM	1974	
94	MEC	501	GP40-2	3000	1		10/00	GM	1974	
95	MEC	502	GP40-2	3000	1		10/00	GM	1974	
96	MEC	503	GP40-2	3000	1		10/00	GM	1974	
97	MEC	504	GP40-2	3000	1		10/00	GM	1974	
98	MEC	505	GP40-2	3000	1		10/00	GM	1974	
99	MEÇ	506	GP40-2	3000	1		10/00	GM	1974	
100	MEC	507	GP40-2	3000	1		10/00	GM	1974	
101	MEC	508	GP40-2	3000	1		10/00	GM	1974	
102	MEC	509	GP40-2	3000	1		10/00	GM	1977	
103	MEC	510	GP40-2	3000	1		10/00	GM	1977	
104	MEC	511	GP40-2	3000	1		10/00	GM	1977	
105	MEC	512	GP40-2	3000	1		10/00	GM	1977	
106	MEÇ	513	GP40-2	3000	1		10/00	GM	1977	
107	MEC	514	GP40-2	3000	1		10/00	GM	1977	
108	MEC	515	GP40-2	3000	1		10/00	GM	1977	
109	MEC	516	GP40-2	3000	1		10/00	GM	1977	
110	MEC	517	GP40-2	3000	1		10/00	GM	1977	
111	MEC	518	GP40-2	3000	1		10/00	GM	1977	
112	MEC	519	GP40-2	3000	1		10/00	GM	1977	
					20			•	.3, 1	
44"	от		0000							
113	ST	615	SD26	2625	1		10/87	EMD	01-Jan-59	
114	ST	619	SD26	2625	1		_	EMD	01-Jan-59	5597-6
115	ST	621	SD26	2625	1		•	EMD	01-Jan-59	5597-8
116	ST	643	SD26	2625			•	EMD	01-Jan-59	
					4 +======					
117	ST	681	\$D45	3600	1		10/87	EMD	01-Feb-70	
118	ST	684	SD45	3600	1		•	EMD	01-Dec-69	
					2					
119	ВМ	690	SD39	2300	1			EMD	01-Jan-69	
120	8M	692	SD39	2300	1			EMD	01-Jan-69	7168-3
					2			4	01 0011 05	7100-5
121	ST	1400	SW1	600	=======================================		12/86	EMD	01 les 52	0004
			,,,,,	000	<u>-</u>		12700	EIVID	01-Jan-53	8321
122	Вм	1424	SW9	1200	=======			Ė. ID	04 1 50	
	D141	1727	3113	1200	1			EMD	01-Jan-52	18183
				Totals	122					

Accounting & Finance C. Plourde 08/27/01

DATA\123\FILES\FIXASSET\Locomotives\LocoList00.123

GUILFORD RAIL SYSTEM CAR ROSTER

			CAR ROST	'ER		
		Company	Car#	Active	Leased	<u>Own</u>
1	1	ВМ	1001	YES		YES
2	2	BM	1007	YES		YES
3	3	ВМ	1011	YES		YES
4	4	BM	1013	YES		YES
5 6	5	BM	1022	YES		YES YES
7	6 7	BM	1025 1030	YES YES		YES
8	8	BM BM	1030	YES		YES
9	9	BM :	1047	YES		YES
10	10	: BM	1047	YES	1	YES
11	11	BM	1054	YES		YES
12	12	BM	1056	YES		YES
13	13	BM	1057	YES		YES
14	14	BM	1060	YES		YES
15	15	BM	1062	YES		YES
16	16	BM	1068	YES	1	YES
17	17	BM	1075	YES		YES
18	18	ВМ	1077	YES		YES
19	19	BM	1081	YES	•	YES
20	20	BM	1083	YES		YES
21	21	BM :	1084	YES	!	YES
22	22	BM	1093	YES		YES
23	23	BM	1094	YES		YES
24	24	BM	1100	YES	•	YES
25	25	BM	1103	YES	!	YES
26	26	BM	1105	YES		YES
27	27	BM	1111	YES		YES
28	28	BM	1112	YES		YES
29	29	BM	1114	YES		YES
30	30	ВМ	1115	YES '	•	YES
31	31	BM i	1117	YES		YES
32	32	BM	1118	YES		YES
33	33	BM	1121	YES :	1	YES
34	34	BM	1122	YES		YES
35	35	BM	1126	YES		YES
36	36	BM	1127	YES		YES
37	37	· BM	1128	YES		YEŞ
38	38	BM	1133	YEŞ		YES
39	39	BM	1136	YES		YES
40	40	BM	1138	YES	,	YES
41	41	BM i	1139	YES	'	YES
42	42	BM	1143	YES		YES
43	43	ВМ	1146	YES		YES
44	44	BM	1150	YES		YES
45	45	BM	1151	YES		YES
46	46	ВМ	1152	YES	· I	YES
47	47	BM	1155	YES		YES
48	48	BM	1156	YES		YES
49	49	BM	1160	YE\$		YES
50 51	50	BM	1163	YES		YES
51 50	51 50	BM	1165	YES		YES :
52	52 52	BM	1169	YES		YES
53	53	BM	1170	YE\$		YES
54 55	54 56	BM	1174	YES		YES
55 56	55 56	BM	1180	YES	,	YES
56 57	56	BM	1182	YES YES		YES YES
58	57	BM I	1184			
58 59	58 59	BM BM	1189 11 9 2	YES YES		YES YEŞ
60	60	BM BM	1195	YES		YES
61	61	BM !	1198	YES		YES
62	1	BM :	1252	YES		YES
63	2	BM	1255	YES	!	YES
64	3	BM	1259	YES		YES
65	4	BM	1267	YES		YES
66	5	BM	1269	YES		YEŞ
67	6	BM	1278	YES		YES
•		1 544	12/0			,

GUILFORD	RAIL	SYS'	rem
CAR	COCT	'CD	

CAR ROSTER										
	<u>#</u>	Company	Car#	Active	Leased	<u>Own</u>				
68	7	BM	1279	YES		YES				
69	8	· BM	1300	YES		YES				
70	9	: BM	1301	YES	. !	YES				
71	10	ВМ	1308	YES		YES				
72	11	ВМ	1312	YES	!	YE\$				
73	12	BM .	1316	YES	Ì	YES				
74	13	: BM	1318	YES		YES				
				YES	!!!					
75 70	14	BM	1325			1				
76	15	BM	1326	YES		YE\$				
77	16	ВМ	1328	YE\$	·	YES				
78	17	BM	1333	YES	!	YES				
79	18	ВМ	1338	YES	ł	YES				
80	19	BM	1339	YES	,	YES				
81	20	BM .	1341	YES	i i	YES '				
82	21	' BM	1343	YES	·	YES				
83	22	ВМ	1350	YES		YES				
84	23	' BM	1354	YES	·	YES				
85	24	' BM	1355	YES		YES				
			1359	YES	;	YES				
86	25	BM		YES	. :	YES				
87	26	BM	1364		<u> </u>					
88	1	ВМ	3200	YES		YES				
89	2	BM	3201	YES)	YES				
90	3	ВМ	3203	YES	1	YES				
91	1 4	: BM	3205	YES		YES				
92	5	' BM	3206	YES	;	YE\$				
93	6	BM	3207	YEŞ		YES				
94	1 7	BM	3208	YES		YES				
95	8	BM	3209	YES	!	YES				
96	9	BM	3210	YES	,	YES				
97				YES	!	YES				
	10	BM	3211		ì					
98	11	BM	3212	YES		YES				
99	12	BM	3213	YES	. '	YES				
100	13	8M	3214	' YES		YES				
101	14	BM	3215	YE\$	į į	YES				
102	15	BM	3216	, YE\$	<u>'</u>	YES				
103	16	BM	3217	YES	<u>'</u>	YES				
104	17	ВМ	3218	YES)	YES				
105	18	BM	3219	YES	1	YES :				
106	19	. BM	3220	YES	;	YES				
107	20		3221	YES	;	YES				
		BM			ļ ;					
108	21	ВМ	3222	YES	ļ	YES				
109	22	ВМ	3223	YES	<u>;</u>	YES				
110	23	ВМ	3224	YES	<u>.</u>	YES				
111	24	BM	3225	YES		YES				
112	25	BM	3226	YES	<u>'</u>	YE\$				
113	26	BM	3227	YES	l i	YES				
114	27	: BM	3228	YES	i .	YES				
115	28	ВМ	3229	YES	<u>'</u>	YES				
116	29	ВМ	3231	YES	,	YES				
117	30	. BM	3232	YES	l i	YES				
118	31	' BM	3233	YES	į į	YES				
119	32		3234		ı į					
		8M		YES		YES				
120	33	BM	3235	YES	l .	YES				
121	34	ВМ	3236	YES	1	YES				
122	35	BM	3238	YES		YES				
123	36	BM	3239	YES	}	YES				
124	37	BM	3240	YES	ļ	YES				
125	38	. BM	3241	YES	i	YES :				
126	39	BM	3242	YES	' !	YES				
127	40	ВМ	3243	YES	ı	YES				
128	41	BM I	3244	YES]					
129	42	; BM	3245		ı İ	YES				
130	43			YES		YES				
131		BM	3246	YES		YES				
	44	BM	3247	YES	!	YES				
132	45	BM	3248	YES	'	YES				
133	46	ВМ	3249	YES	;	YES				
134	47	BM	3250	YES		YE\$				

Aug 27 01 02:03p GTI Executive 603 766 2094 p.10

GUILFORD	RAIL	SYST	ΈM
0401	DACT		

	CAR ROSTER						
	#	Company	Car#	<u>Active</u>	Leased	Own	
135	48	ВМ	3251	YES	i	YES	
136	49	ВМ	3252	YES	}	YES	
137	50	BM	3253 3254	YES YES		YES YES	
138 139	51 52	BM BM	3255	YES		YES	
140	52 53	BM	3256	YES		YES	
141	54	BM	3257	YES		YES	
142	55	ВМ	3258	YES	!	YES	
143	56	ВМ	3259	YES	}	YES	
144	57	BM	3260	YES	;	YES	
145	58	BM	3261	YES	1	YES	
146	59	BM	3262	YES		YES ,	
147	60	BM	3263	YES	Ì	YES	
148	61	ВМ	3264	YES	i ·	YES	
149	62	BM	3265	YES		YES '	
150	63	ВМ	3266	YES	1	YES	
151	64	ВМ	3267	YES	;	YEŞ	
152	65	BM	3268	YES]	YES	
153	66	BM	3269	YES	i	YES	
154	67	BM	3270	YES	i '	YES	
155	68	BM	3271	YES		YES YES	
156 157	69 70	BM BM	3272 3273	YES	1	YES	
158	71	BM	3274	YES	i	YES	
159	72	BM	3275	YES	! '	YES	
160	73	' BM	3276	YES	i :	YES	
161	74	i BM	3277	YES	i	YES	
162	75	BM	3278	YES	,	YES	
163	76	ВМ	3279	YES	!	YE\$	
164	77	' BM	3280	YES	:	YES	
165	78	BM	3281	YES		YES	
166	79	BM	3282	YES		YE\$	
167	80	ВМ	3283	YE\$	į į	YES	
168	81	BM	3284	YES	İ	YE\$	
169	82	BM	3285	YES	: 	YES	
170	83	BM	3286	YES	!	YES	
171 172	84	BM	3287	YES	i i	YES	
173	85	BM	3288	YES	1 i	YES	
174	86 87	BM BM	3289 3290	YES YES	! !	YES YES	
175	88	BM	3291	YES	ļ	YE\$	
176	89	BM	3292	YES		YES '	
177	90	ВМ	3293	YES	i	YES	
178	91	BM	3294	YEŞ	į	YES '	
179	92	ВМ	3295	YES	i	YES	
180	93	ВМ	3296	YES	:	YES	
181	94	ВМ	3297	YES	<u> </u>	YES	
182	95	BM	3298	YES	!	YES	
183	96	! BM	3299	YES		YES	
184	1	ВМ	3300	YES		YES .	
185	2	_i BM	3301	YES	į	YES	
186	3	BM	3302	YES		YES	
187 188	4 5	BM	3303	YES		YES	
189	5	BM	3304	YES		YES	
190	6 7	! BM ! BM	' 3305	YES	,	YES	
191	8	BM	3306	YES	1	YES	
192	9	DM.	3307 3308	YES YES	!	YES	
193	10	BM	3309	YES	i	YES	
194	11	RM	3310	YES	1	YES YES	
195	12	BM	3311	YES	:	YES	
196	13	BM	3312	YES	!	YE\$	
197	14	ВМ	3313	YES	;	YES	
198	15	ВМ	3314	YES	1	YES	
199	16	ВМ	3315	YES	•	YES	
200	17	ВМ	3316	YES '		YES	
201	18	ВМ	3317	YEŞ		YES .	
					,		

GUILFORD	RAIL	SY	STEM
CAR	ROST	ER	!

			CAR ROST	ER		_
	#	Company	Car#	<u>Active</u>	Leased	<u>Own</u>
202	19	ВM	3318	YES		YES
203	20	BM	3319	YES		YES
204	21	BM	3320	YES	İ	YES
205	22	' BM	3321	YES	:	YES
206	23	ВМ	3322	YES	1	YES
207	24	i BM	3323	YES	•	YES
208	25	BM	3324	YES		YES
209	26	. BM	3325	YES	1	YE\$
210	27	BM	3326	YES	i	YES
211	28	! BM	3327	YES	ļ	' YES '
212	29	BM	3328	YES	•	YES
213	30	ВМ	3329	YES	I	YES
214	31	ВМ	3330	' YES	ļ	YES
215	32	! BM	3331	YES	1	YES
216	33	BM	3332	YES	ļ	YES
217	34	BM	3333	YES	'	YES
218	35	BM	3334	YES	:	YES '
219	36	ВМ	3335	YES	!	YES
220	37	ВМ	3336	YES	1	YES
221	38	₿M.	3337	YES	1	YES
222	39	BM	3338	YES	i	YES
223	40	: BM	3339	YES		YES
224	41	BM	93340	YES	;	YES
225	42	} BM	3341	YES		YEŞ
226	43	BM	3342	YES		YES
227	44	BM	3343	YES	ł	YES
228	45	BM	3344	YES	1	YES
229	46	BM	3345	YES		YES
230	47	BM	3346	YES	;	YES
230	48	BM	3347	YES		YES
232	49		3348	YES	1	YE\$
232	50	BM	3349	YES	1	YES
233		BM_	3350	YES	<u> </u>	YES
235	1 2	! BM				YES
236	3	· DIVI	3352 3353	YES YES	i	YES
237	4	BM		YES	!	YES
238		ВМ	3354			
239	5	BM	3355	YES YES	į	YES YES
240	6 7	BM	3356		Į	
241		ВМ	3357	YES	ĺ	YES
	8	BM	3358	YES	i	YES
242	9	BM	3359	YES	1	YES
243 244	10	BM	3360	YES	Ì	YES
245	11	BM BM	3361	YES	}	YES
246	12	BM	3362	YES		YES
247	13	BM	3363	120		YES
248	14	BM	3364	YES	}	YES
249	15	BM	3365	YES		YES
250	16	ВМ	3366	YES		YES
	17	ВМ	3367	YES	i	YES
251 252	18	' BM	3368	YES	i	YES
252 253	19	BM	3369	YES	i	YES
	20	ВМ	3370	YES	1	YES
254	21	ВМ	3371	YES	1	YES
255	22	BM	3372	YES	!	YES
256	23	ВМ	3373	YES	ĺ	YES
257	24	. BM	33/4	YES	Į.	YES
258	25	BM	3375	YES	!	YES
259	26	BM	3376	YES	[YES
260	27	BM	3377	YES	[YE\$
261	28	ВМ	3378	YES	1	YES '
262	29	RM	3379	YES] [YES
263	30	ВМ	3380	YES	1	YES
264	31	ВМ	3381	YES	I	YES '
265	32	₁ BM	3382	YES	ì	YES
266	33	BM	3383	YES	I	YES .
267	34	BM	3384	YES	İ	YES
268	35	· BM	3385	YE\$	· 1	YES

GUILFORD	RAIL	SYST	ΈM

		`	CAR ROST	ER		
	<u>#</u>	Company	Car#	<u>Active</u>	Leased	Own
269	36	ВМ	3386	YES	į	YES
270	37	1 BM	3387	YES	:	YES
271	38	BM	3388	YES YES		YES YES
272	39	BM	3389 3390	YES		YES
273 274	40 41	BM	3391	YES		YES
275	41	BM BM	3392	YES	l i	YES
276	43	BM	3393	YES		YES
277	44	BM	3394	YES		YES
278	45	BM	3395	YES	!	YES
279	46	BM	3396	YES		YES
280	47	ВМ	3398	YES	!	YES
281	48	8M	3399	YES	 	YES '
282	1	BM	3500	YES		YES
283	2	BM	3501	YES	i i	YES
284	3	' BM	3502	YES		YES
285	4	ВМ	3503	YES	'	YES
286	5	BM	3504	YES		YES
287	6	ВМ	3505	YES		YES
288	7	° BM	3506	YES		YES
289	8	BM	3507	YES		YES
290	9	BM	3508	YES	1	YE\$
291	10	ВМ	3509	YES	•	YES
292	11	BM	3510	YES YES		YES YES
293 294	12	BM	3511	YES		YE\$
295	13 14	BM BM	3512 3513	; YES	i	YES
296	15	BM	3514	YES	!	YES
297	16	' BM	3515	YES		YES
298	17	BM	3516	YES	1	YES
299	18	.∵ BM	3517	YES	i i	YES
300	19	BM	3518	YES	ı	YES
301	20	: BM	3519	VEC		YES
302	21	. 8M	3520	YES	i	YES
303	22	ВМ	3521	YES	i i	YES
304	23	ВМ	3522	YEŞ	!	YES
305	24	BM	3523	YES	ļ	YES
306	25	, BM	3524	YES		YES
307	26	ВМ	3525	YES		YES
308	27	ВМ	3526	YES	İ	YES
309	28	BM	3527	YES		YES
310	29	BM	3528	YES	ļ	YES
311 312	30	BM	3529	YES	,	YES
313	31 32	BM	3530	YES	i	YES
314	33	BM BM	3531 ; 3532	YES YES		YES YES
315	34	BM BM	3532	YES	į	YES
316	35	BM	9534	YES	i	YES
317	36	i BM	3535	YES		YES
318	37	BM	3536	YES	•	YES
319	38		3537	YES		YES
320	39	BM	3538	YES	j l	YES
321	40	BM	3539	YES		YES :
322	1	ВМ	5200	YES		YES
323	2	! BM	5201	YES		YES
324	3	BM	5202	YES	j .	YE\$ '
325	4	ВМ	5203	YES		YES
326	5	ВМ	5204	YES		YES
327	<u>6</u>	ВМ	5205	YES		YE\$
328	7	Вм	5206	YES		YES
329	8	BM	5207	YES	,	YES
330	9	. BM	5208	YES	· 	YES
331 332	10	BM	5209	YES		YES
333	11	BM	5210	YES	:	YES
334	12 13	BM	5211 5212	YES		YES
335	14	BM BM	5212 5212	YES	:	YES
500	1-4	, SIVI	5213	YES		YES

Aug S7 01 02:04p GII Executive

GUILFORD	RAIL	\$Y\$	TEM
CAR	ROST	ER	

CAR ROSTER						
	<u>#</u>	Company	<u>Car#</u>	Active	Leased	Own
336	15	ВМ	5214	YES		YES
337	16	BM	5215	YES	· .	YES ·
338	17	· BM	5216	YE\$. i	YEŞ
339	18	BM	5217	YES]	YES
340	19	BM BM	5218	YES	1	YES
341	20	! BM	5219	i YES	i	YES
342	21	. BM	5220	YES		YES
343	22	ВМ	5221	YE\$		YES '
344	23	ВМ	5222	YES	i i	YES
345	24	ВМ	5223	YES	!	YEŞ
346	25	BM.	5224	YES		YES
347	26	BM	5225	YES	!	YES :
348			5225 5226	YES	1	YE\$
	27	BM		YES	1	YES
349	28	BM	5227	YES	1	YES
350	29	ВМ	5228		1	
351	30	BM	5229	YES		YE\$
352	31	BM	5230	YES	,	YES
353	32	ВМ	5231	YES	•	YES
354	33	ВМ	5232	YES	1	YES
355	34	BM	5233	YES		YES
356	35	BM	5234	YES		YES
357	36	BM	5235	YES		YES
358	37	BM	5236	YES	i	YES
359	38	BM	5237	YES		YES
360	39	BM	5238	YES	,	YES
361	40	` BM	5239	YES	!	YES
362	41	BM	5240	YES	!	YES
363	42	ВМ	5241	YES	1	YEŞ
364	43	ВМ	5242	YES	!	YES
365	44	ВМ	5243	YES	;	YES
366	45	BM	5244	YES	. 1	YES '
367	46	BM	5245	YES	. :	YES
368	47	BM	5246	YES	t į	YE\$
369	48		5247	YES	i I	
		BM			· .	YES
370	49	BM	5248	YES YES		YES
371	50	ВМ	5249		i	YES
372	51	BM	5250	YES	!	YES '
373	52	BM	5251	YES		YES
374	53	ВМ	5252	YES	!	YE\$
375	54	BM	5253	YES	1 !	YES
376	55	ВМ	5254	YES	1	YE\$
377	56	ВМ	5255	YES	į į	YES .
378	57	ВМ	5256	YES	i .	YES
379	58	ВМ	5257	' YES	!	YES
380	59	: BM	5258	YES	i	YE\$
381	60	: BM	5259	YES	;	YES
382	61	ВМ	5260	' YES	; '	YES
383	62	ВМ	5261	YES	1	YE\$
384	63	· BM	5262	YES	:	YES
385	64	; BM	5263	YES	!	YES
386	65	ВМ	5264	YES	1	YES
387	66	ВМ	5265	YES	1	YES
388	67	ВМ	5266	YES	! !	YES
389	68	ВМ	5267	YES	i	YES
390	69	ВМ	5268	YES		YES
391	70		5269		1	
392	71	. OW	0209	YES	1	YES
393			5270	YES	!	YES
	72	ВМ	5271	YES	i '	YES
394	73	BM	5272	YES	1 ,	YES
395	74	ВМ	5273	YES	1	YES
396	75	ВМ	5274	YES	į '	YES
397	76	Вм	5275	YES		YES
398	77	ВМ	5276	YES	1	YES
399	78	ВМ	5277	YES	i l	YES
400	79	ВМ	5278	YES	· .	YES
401	80	BM	5279	YES		YES
402	81	ВМ	5280	YES	!	YES
				•	•	

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GUILFORD RAIL SY	ST	EM
CAR ROSTER	:	

			CAR ROST			_
	<u>#</u>	Company	Cat #	Active	Leased	Own
403	82	ВМ	5281	YES	(;	YES
404	83	BM	5282	YES	l	YES
405	84	BM	5283	YES	ļ	YES
406	85	BM	5284 5305	YES	:	YES Y€S
407 408	86	BM BM	5285 5286	YES YES	!	YES
409	87 88	BM BM	5287	YES	;	YES
410	89	: BM	5288	YES	,	YES
411	90	BM	5289	YES	Í	YES
412	91	BM	5290	YES		YES
413	92	BM	5291	YES	1	YES
414	93	BM	5292	YES	l į	YES
415	94	BM	5293	YES	: 1	YES
416	95	BM	5295	YES		YES
417	96	: BM	5296	YES		YES
418	97	' BM	5298	YES	. !	YES
419	98	BM	5299	YES		YES
420		BM	5321	YES	i	YE\$
421	2	BM	5325	YES	!	YES
422	3	BM	5326	YES	I	YES
423	4	, BM	5328	YE\$,	YE\$
424	5	BM	5329	YES	!	YES
425	6	ВМ	5336	YES		YES
426	7	BM	5339	YES	·	YES
427		ВМ	5521	YES		YES
428	2	BM	5522	YES	i I	YE\$
429	3	ВМ	5530	YES		YES
430	4	₿M.	5533	YES		YES
431	5	· BM	5537	YES		YES
432	6	ВМ	5538	YES	, ,	YES
433	7	Вм	5544	YES	<u> </u>	YES
434	1	BM	5750	YES	i	YES
435	2	BM	5751	YES		YES
436 437	3	BM	5752	YES		YES
437	5	BM	5753	YES	į	YES :
439	1	BM BM	5754 9000	YES	· · · · · · · · ·	YES YES
440	į ż	BM	9000	YES	. !	YES
441	3	BM	9002	YES	i	YES
442	4	BM	9003	YES		YES
443	5	: 8M	9004	YES	! .	YES
444	6	BM	9005	i YES	1	YES
445	Ž	BM	9006	YES	!	YES
446	8	. BM	9007	YES	!	YES
447	9	: BM	9008	YES]	YES
448	10	' BM	9010	YES	<u>'</u>	YES
449	11	ВМ	9011	YES	!	YE\$
450	12	ВМ	9012	YES	:	YES
451	13	BM :	9013	YES	;	YES
452	14	ВМ	9014	YE\$	<u> </u>	YES
453	15	ВМ	9015	YES		YES
454	16	i BM	9016	YES	ļ	YES
455	17	BM	9017	YES	į	YES
456	18	BM !	9018	YES		YES
457	19	i BM	9019	YES	ı i	YES
458	20	ВМ	9020	YES	i	YES
459	21	BM	9021	YES	ì	YES
460	22	BM	9022	YES	i	169
461 462	23	BM	9023	YES	!	YES
462 463	24	, BM	9024	YES	;	YES
464	25 26	BM	9025	YES		YES
465	26 27	BM BM	9026	YES	!	YES
466	28	BM	9027	YES	İ	YES
467	29	BM :	9028 9029	YES		YES
468	30	BM	9029 9030	YES YE\$	i	YES
469	31	BM	9030			YES
-00	. "	DIVI	3(J) I	YES	i	YES

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GUILF	ORD	RAIL	SYST	EΜ

CAR ROSTER						
	<u> </u>	Company	Car#	<u>Active</u>	Leased	<u>Own</u>
470	32	ВМ	9032	YES		YES
471	33	ВМ	9033	YES		YES
472	34	ВМ	9034	YES	i	YES
473	35	BM	9035	YES		YES
474 475	36	BM	9036	YES	į	YE\$
475 476	37	BM	9037	YES	İ	YES
476	38	BM	9038	YES		YES
477	39	BM	9039	YES	1	YE\$
478	40	BM	9040	YES		YES
479 480	41	BM	9041 9042	YES YES		YES YES
481	42 43	8M	9042	YES	:	
482	44	BM BM	9043]	YES YES
483	45	BM	9044	YES YES	1	YE\$
484	46	. BM	9046	YES		VEC
485	47	BM	9047	YES	1	YES
486	48	· BM	9048	YES	;	YES
487	49	BM	9049	YES	1	YES
488	50	BM	9050	' YES		YES
489	51	BM !	9051	YES	i	YES
490	52	BM	9052	YES	!	YES
491	53	BM	9053	YES	:	YES
492	54	BM .	9054	YES	i i	YES
493	55	, BM	9055	YES	!	YES
494	56	BM	9056	YES		
495	57	BM	9057	YES	;	YES
496	58	ВМ	9058	YES	!	YES
497	59	BM	9059	YES	1	YE\$
498	60	ВМ	9060	YES	;	
499	61	BM	9061	YES	:	
500	62	ВМ	9062	YES	1	YE\$
501	63	BM	9063	YES	ļ	YES
502	64	, BM	9064	YES	:	YE\$
503	65	BM	9065	YES	1	YES
504	66	BM .	9066	YE\$	•	YES
505	67	· BM	9067	YES		YE\$
506	68	BM	9068	YES	;	YES
507	69	' ВМ	9069	YES	}	YES
508	70	; BM	9070	YES		YES
509	71	; BM	9071	YES	!	YES
510	72	BM	9072	YES		YES
511	73	ВМ	9073	YES		YES
512	74	BM	9074	YES	:	YES
513	75	BM .	9075	YES		YES
514	76	BM	9076	YES	!	YES
515 516	77	8M	9077	YES	i	YE\$
516	78	BM	9078	YES	, ,	YES
517 518	79	, BM		YES	!	YES
518 519	80	BM BM		YES	į į	YES
520	81 82	BM	9081	YES	1	YES
520 521		BM I	9082	YES	j !	YES
522	83 84	BM	9083	! YES	1	YES
523	85	BM BM	9084	YES	1	YES
524	86	BM .	9085	YES	;	YES
525	87	. BM	9086	YES	i I	YES
526	87 88	BM BM	9087	YES	i i	YES
527	89	BM ;	9088	YES	· !	YES
528	90	, BW	9089 9090	YES YES		YE\$
529	90 91	BM !	9090 9091	YES	i :	YES ,
530	92	BM	9092	YES	į !	YES
531	93	BM	9092	YES	į į	YEŞ YEŞ
532	94	BM ;	9094	YES	į i	
533	95	! BM	9095	YES	i	YES YES
534	96	BM .	9096	YES		YES
535	97	BM	9097	YES		YES
536	98	BM	9098	YES		YES
				,	! '	143

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GUILFORD RAIL SYSTEM CAR ROSTER

			CAR ROST			
	99	Company	Car#	Active	Leased	<u>Own</u>
537		ВМ	9099	YES	<u> </u>	YES
538	7	ВМ	10002	YES		YES YES
539	2	BM	10005	YES	, i :	YES
540	3	BM	10006 10017	YES YES		YES '
541	4	BM	10017	YES		YES
542	5	BM BM	10027	YES		YES
543	6	BM	10034	YES	1	YES
544 545	7 8	! BM	10045	YES		YES
545 546) ŝ	BM	10043	YES		YES
547	10	BM į	10052	YES		YES
548	11	BM I	10036	YES		YES
549	12	i BM	10077	YES		YES
550	13	BM	10079	YES		YES
551	14	BM	10083	YES	ľ	YES
552	15	BM	10088	YES	!	YES
553	16	. BM	10094	YES	j	YES
554	17	BM	10097	YE\$		YES
555	18	ВМ	10102	YES	'	YES
556	19	· BM '	10103	YES		YES
557	20	ВМ	10117	YES		YES
558	21	ВМ	10118	YES	:	YE\$
559	22	BM	10120	' YES	}	YES
560	23	BM	10125	YES	!	YES
561	24	· BM ¹	10126	YES	•	YE\$
562	25	BM	10130	YES	Į.	YES
563	26	BM	10135	YES		YES
564	27	' BM	10140	YES		YES
565	28	∃ BM	10143	YES	i	YES
566	29	· BM	10145	YES	į	YES
567	30	BM .	10148	YES		YES
568	31	BM	10175	YES	1	YES
569	32	BM	10178	YES		YEŞ
570	33	BM '	10187	YES	1	YES
571	34	BM	10188	YE\$		YES
572	35	BM	10191	YES	1	YES
573	36	BM	10200	YES	ļ	YES
574	37	BM !	10207	YES	!	YES
575	38	(314)	10221	YE\$		YES
576	39	BM	10224	YES	İ	YE\$
577	40	BM ;	10228	YES	i	YES
578 570	41	BM ;	10234	YES YES	•	YES YES
579 580	42 43	BM	10235 10244	YES	i	YES
581	44	BM	10245	YES	!	YES
582	45	! BM	10251	YES	}	YES
583	46	BM	10252	YES		YEŞ
503 584	47	BM	10264	YES		YES
585	48	BM	10275	YES	İ	YES
586	49	BM !	10276	YE\$	1	YEŞ .
587	50	1 BM	10277	YES	ļ	YES
588	51	BM :	10279	YES		YES
589	52	BM	10281	YES	ĺ	YES
590	53	: BM	10283	YES		YES
591	54	BM	10291	YES	ì	YES
592	55	BM I	10296	YES	1	YES
593	56	BM	10298	YES	1	YES
594	1	ВМ	11001	YES		YES
595	2	BM	11006	YES	[YES
596	3	ВМ	11008	YES		YES
597	4	BM !	11009	YES	I	YES
598	5	BM	11010	YES)	YES '
599	6	' BM	11011	YES	ļ	YES
600	7	. В м	11012	YES		YE\$
601	8	BM	11013	YES	ì	YES
602	9	BM	11014	YES	!	YES
603	10	BM '	11015	YE\$	1	YES

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GUILFORD RAIL SYSTEM CAR ROSTER

			CAR ROST			_
	<u>#</u>	Company	Car#	<u>Active</u>	<u>Leased</u>	Own
604	11	BM	11019	YES		YES
605	12	BM	11022	YES		YES
606	13	BM	11023	YES		YES
607	1	BM	34006	YES		YES
608	2	BM ;	34016	YES	İ	YES
609	3	I BM	34021	YES	ļ	YES
610	4	: BM '	34026	YES		YES
611	5	¦ BM	34030	YES	:	YE\$
612	6	i BM	34045	YES		YES
613	7	! BM	34048	[!] YE\$		YES
614	8	: BM	34049	YES	ļ	YES
615	9	ВМ	34050	YES	! 	YES
616	10	ВМ	34088	YES	;	YES -
617	1	BM i	79000	YES		YES
618	2	; BM	79001	YES	:	YES
619	3	BM i	79002	YES	!	YES
620	4	BM	79004	YES	!	YES
621	5	! BM	79005	YES	!	YES
622	6	BM BM	79006	YES		YEŞ
623	7	BM	79007	YES	ĺ	YES
624	8	BM :	79008	YES	! i	YES
625	9	: BM	79009	YES		YES
626	10	BM	79010	YES	· i	YES
627	11	BM i	79011	YES	:	YES
628	12	' BM ;	79012	YES	i	YE\$
629	13	BM !	79012	YES		YES
630	14	BM !	79014	YES	!!	YES
631	15	: BM	79015	YES	1	YES
632	16	BM	79016			YES
633	17	BM .	79016 79017	YES YES	ì	YES .
634	18	BM I		YES	! :	
635	19		79018	YES	i	YES
636	20	BM i	79019 79020	YES	. ;	YES
637					}	YES
638	21 22	BM	79021	YES	,	YES
639		BM	79022	YES		YES
640	23	BM	79023	YES	1	YES
641	24	BM	79024	YES	ĺ	YES i
642	25	BM	79025	YES	. i	YES
643	26	BM	79026	YES	. ,	YES
644	27	BM	79027	YES	i '	YES
645	28	BM	79028	YES		YES
646	29	BM	79029	YES	,	YES
647	30	BM .	79030	YES		YES
648	31	BM	79031	YES		YES
649	32	BM	79032	YES	'	YES
650	33	BM	79033	YES	i	YES
	34	BM	79034	YES		YE\$
651	35	BM	79035	YES	l i	YES
652	36	BM	79036	YES	, i	YES
653	37	ВМ	79037	YES		YES
654	38	BM	79038	YES		YES
655	39	BM	79039	YES		YES
656 657	40	BM	79040	YES	i	YES
657	41	BM	79041	YES	i	YES
658	42	BM	79042	YES	i	YE\$
659	43	BM .	79043	YES	!	YE\$
660	44	ВМ	79044	YES	!	YES
661	45	BM	79045	YES	i	YES
662	46	BM	79046	YES	i	YES
663	47	BM	79047	YES	i	YES
664	48	ВМ	79048	YES i	i	YES
665	49	ВМ	79049	YES	1	YES

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#	CAR RO	Car# 102	Active YES	Leased	Owr YES
2	MEC	115	YES	1	YES
3	MEC	117	YES		YES
4 5	MEC MEC	119 123	YES	:	YES
6	MEC	161	YES	!	YES
7	MEC	183	YES	1	YES
8	MEC	195	YES	, i	YES
9	MEC MEC	205	YES	i i	YES
1	MEC Rock Ballast Car	1000	VEC		YES YES
2	MEC Rock Ballast Car	1001	YES	i ¦	YES
3	MEC Rock Ballast Car	1003	YES	i !	YES
4 5	MEC Rock Ballast Car MEC Rock Ballast Car	1004 1005	YES	,	YES
6	MEC Rock Ballast Car	1003	YES	l i	YES YES
7	MEC Rock Ballast Car	1008	YES		YËŠ
8	MEC Rock Ballast Car	1009	YES		YES
2	MEC	1100	YES	· · · · · · · · · · · · · · · · · · ·	YES
3	MEC	1102	YES	í	YES YES
4	MEC	1 1103	YES	i	YES
5 6	MEC	1104	YES	i	YES
7	MEC MEC	1105 1106	YES	i	YES
8	MEC	1107	YES	:	YES YES
9	MEC	1108	YES	į	YES
10	MEC	1109	YE\$	1	YES
11 12	MEC MEC	1110	YES		YES
13	MEÇ	1112	YES YES	i	YES YES
14	MEC	1113	YES	- [YES
15	MEC	1114	YES	1	YE\$
16 17	MEC MEC	1115	YES		YES
18	MEC	1117	YES	1	YES YES
19	MĒČ	1118	YES	+	YES
20	MEC	1119	YES	!	YES
21	MEC MEC	1120 1121	YES	:	YES
23 i	MEC	1122	YES	!	YES YEŞ
24	MEC	1123	YES	1	YES
25	MEC	1124	YES	i	YES
26 i	MEC MEC	1125 1126	YES		YES
28	MEC	1127	YES	•	YES
29	MEC	1128	YES	,	YES
30	MEC	1129	YES	:	YES
32	MEC MEC	1130 1131	YES YES		YES
33	MEC	1132	YES	1	YES YES
34	MEC	11 33	YE\$	+	YES
35 36	MEC	1134	YES	1	YES
37	MEC MEC	1135	YES	į	YES
38	MEC	1136 1137	YES '	:	YES
33 .	MEC	1138			YES
40	MEC	1139	YES		YES
41 ¦ 42 ¦	MEC MEC	1140	YES	į !	YEŞ
43	MEC	1141 1142	YES YES		YES
44	MEC	1143	YES		YES YES
45	MEC	1144	YES !	,	YES
46 47	MEC	1145	YES	1	YE\$
48	MEC MEC	1146 1147	YES		YES
49 ¦	MEC	1148	YES		YES YE\$
50 !	MEC	1149	YE\$	į.	YES
51 52	MEC	1150	YES		YES
52 53	MEC :	1151	YES		YE\$
54	MEC	1152 1153	YES YES		YES YEŞ
55	MEC	1154			

GUILFORD	RAIL	SYST	EM
CAD	DOCT	CD	

		CAR ROS	TER			
	<u>#</u>	Company	<u>Çar #</u>	<u>Active</u>	Leased	Own
74	1 56	MEC	1155	YES	!	YES .
		****			İ	
75	57	MEC	1156	YES	i	YES
76	58	MEC	1157	YES	1	YES
77	59	MEC	1158	! YES		YES
78	60	: MEC	1159	! YES	!	YES
79	61	MEC	1160) YES		YES ;
80	62	MEC	1161	YES	,	YES
					1 i	
81	63	MEC	1162	YES		YES
82	64	. MEC	1163	YES	1	YES .
83	65	MEC	1164	YES	: 1	YES
84	66	MEC	1165	YES	i	YES
85	67	MEC	1166	YES	<i>i</i>	YES
					į i	
86	68	MEC	1167	YES		YES
87	69	MEC	1168	YES	· i	YES
88	70	; MEC	1169	YES	:	YES
89	71	MEC	1170	YES		YES
90	72	MEC	1171	YES	;	YES
91	73	MEC	1172	YES	:	YES
					i 1	
92	74	MEC	1173	YES	. !	YES
93	75	MEC	1 1174	YES	1	YES i
94	\Box	MEC Rock Ballast Car	: 1301	, YES		YES
95	2	MEC Rock Ballast Car	1305	YES		YES
96	3	MEC Rock Ballast Car	1307	YES	·	YES
97	4	MEC Rock Ballast Car	1309	YES		YES
98	5	MEC Rock Ballast Car	1310	YES	!	YES
99	6	MEC Rock Ballast Car	1311	YES	i	YES
100	7	MEC Rock Ballast Car	1312	YES	·	YES
101	8	MEC Rock Ballast Car	1315	YES	.	YES
102	Š	MEC Rock Ballast Car	1317	YEŞ		
					:	YES
103	10	MEC Rock Ballast Car	1319	YES		YES
104	11	MEC Rock Ballast Car	1320	YES !		YES !
105	12	MEÇ Rock Ballast Car	1324	YES !	1	YES !
106	13	: MEC Rock Ballast Car	1325	YES	1	YES
107	14	MEC Rock Ballast Car	1327	YES		YES
108		MEC Rock Ballast Car				
	15		1328	YES	- 1	YES
109	16	MEC Rock Ballast Car	1330	YES	i	YES
110	17	MEC Rock Ballast Car	1331	YES	í	YES
111	18	MEC Rock Ballast Car	1332	YES I	:	YES
112	19	MEC Rock Ballast Car	1334	YES	i	YES
113	20	MEC Rock Ballast Car	1335	YES	!	
					!	YES
114	21	MEC Rock Ballast Car	1337	YES	!	YES
115	22	MEC Rock Ballast Car	1338	YES		YEŞ
116	23	MEC Rock Ballast Car	1340	YES!	j	YES
117	24	MEC Rock Ballast Car	1341	YES	i	YES
118	25	MEC Rock Ballast Car	1345	YES	i	YES
119	26					
		MEC Rock Ballast Car	1346	YES	1	YES
120	27	MEC Rock Ballast Car	1347	YES	į	YES
121	28	MEC Rock Ballast Car	1349	YES	į	YES '
122	29	MEC Rock Ballast Car	1352	YES		YES :
123	30	MEC Rock Ballast Car	1354	YES	:	YES
124	31	MEC Rock Ballast Car	1358	YES	1	YES
125	32	MEC Rock Ballast Car	1359	YES	i	YES
126	33	MEC Rock Ballast Car	1360	YES	1	YES :
127	34	MEC Rock Ballast Car	1361	YES	1	YES
128	35	MEC Rock Ballast Car	1362	YES :	1	YES :
129	36	MEC Rock Ballast Car	1366	YES	!	YES
130	37	MEC Rock Ballast Car	1367	YES	į	YES :
131	38			!	İ	
	30	MEC Rock Ballast Car	1372	YES	i	YES
132	03	WIEG NOOK Dallast Gal	1373	YE\$	·	YES
133	1	MEC	1400	YES	:	YES
134	3 4	MEC	1403	YES	•	YES ;
135	3 '	MEC	1409	YES	i	YES
136	4	MEC	1417	YES	İ	YES
	5				;	VEC
137	9	MEC :	1419	YES		YES
138	6	MEC	1424	YES		YES
139	7	MEC	1425	YES	!	YES
140	8	MEC	1435	YES	i	YES
141	ğ i	MEC	1436	YE\$!	YE\$
142	10	MEC	1437	YES	i	YES
					i	
143	11	MEC	1440	YES	:	YES
144	12	MEC	1443	YES	i	YES
145	13	MEC :	1452	YES	- 1	YES :
146	14	MEC	1454	YE\$	1	YES
•			-		:	

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		CAR ROS				_
	<u>#</u>	<u>Company</u>	<u>Car #</u>	<u>Active</u>	<u>Leased</u>	<u>Own</u>
220	16	MEC	2015	YES	:	YES
221	17	MEC	2016	YE\$		YES '
222	18	MEC	2017	YES		YES .
223	19	MEC	2018	YES	<u> </u>	YES
224	20	MEC	2019	YES	· .	YES
225	21	MEC	2020	YES	!]	YES
226	22	MEC	2021	YES		YES
227	23	MEC	2022	YES]	YES
228	24	MEC	2023	YES	: l	YES
229	25	MEC	2024	YES	!	YES
230	26	MEC	2025	YES	! ;	YES
231	27	MEC	2026	YES		YES
232	28	MEC	2027	YES	:	YES '
233	29	MEC	2028	YES	!	YES ;
234	30	MEC	2029	YES	i :	YES
235	31	MEC	2030	YES	:	YES
236	32	MĒÇ	2031	YES	;	YES
237	33	MEC	2032	YES	į	YES
238	34	MEC	2033	YES		YES
239	35	MEC	2034	YES YES	į	YES
240	36	MEÇ	2035	YES		YES
241	37	MEC	2036	YES		YES ;
242	38	MEC	2037	YES		YES
243	39	MEÇ	2038	YES	i	YES 1
244	40	MEC	2039	YES		YES
245	41	MEC	2040	YES		YES YES YES
246	42	MEC	2041	YES	. i	YES
247	43	MEC	2042	YES	i	YES
248	44	MEC	2043	YES		YES !
249	45	MEC	2044	YES		YES
250	46	MEC	2045	YES	!	YES
251	47	MEC	2046	YES		YES
252	48	MEC	2047	YES	Ì	YES
253	49	MEC	2048	YES	!	YES
254	50	MEC	2049	YES		YES
255	1	MEC	6341	YES	;	YES
256	2	MEC	6376	YES	i	YES !
257	3	MEC	6379	YES	:	YES
258	4	MEC	6380	YES	1	YES
259	5	MEC	6422	YES		YE\$
260	<u> </u>	MEC	7605	YES	į	YES
261 262	2	MEC MEC	7616 7621	YES YES	i	YES YES
263	3	MEC	7623		- 1	YES
264	5	MEC	7625	YES		YES :
265	6	MEC	762 9	YES	i	YES
266	7	MEC	7630	YES	ł	YES
267	8	MEC	7634	YES	-	YES
268	ğ	MEC	7647	YES		YES
269	1	MEC :	8250	YES		YES
270	2	MEC	8253	YES '	1	YES
271	1	MEC ;	8562	YES	1	YES
272	2	MEC	8582	YES	1	YES !
273	1	MEC	9107	YES		YES :
274	2	MEC	9172	YES	1	YES :
275	3	MEC '	9294	YES		YES
276	4	MEC	9311	YES	!	YES !
277	1	MEC	9354	YES		YES :
278	2 3	MEC	9366	YES .		YES !
279	3	MEC	9437	YES	;	YES !
280	4	MEC	9499	YES	•	YES
281	5	MEC	9500	YES YES	i	YES
282	6	MEC	9518	YES		YES YES
283	7	MEC MEC MEC	9521	YES		YES
284	1	MEC	9801	YES	i	YES
285	~	MEC	9805	YES	j	YES
286	3 4	MEC	9806	YES		YES
287	4	MEC	9810	YES		YES !
288	5	MEC	9811	YES	i	YES
289	6	MEC	9812	YES	!	YES
290	7	MEC	9818	YES	1	YES
291	8	MEC	9832	YES		YES :
292	9	MEC	9833	YES		YES !

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		CAR ROS	STER				
	#	Company	Car#	<u>Active</u>	Leased	<u>Own</u>	
293	1 10	MEC	9836	YES		YES	
294	11	MEC	9837	i YES	1	YES	*
295	12	MEC	9839	YES	1	YES	i
296	13	MEC	9840	YES	ı	YES	
297	14	MEC	9841	YES	ı	YE\$ YE\$:
298	15	MEC	9851	YES	!	YES	•
299	16	MEC	9854	YES	1	YES	
300	17	MEC	9857	YES	!	YES	
301	18	. MEC	9859	YES	i	YES	١
302	19	' MEČ	9860	YES	1	YES	i
303	20	MEC	9864	YES	: 1	YES	
304	21	MEC	9865	YES	i i	YES	!
305	22	MEC	9870	YES	!	YES	ı
306	23	MEÇ	9872	YES YES		YEŞ	1
307	24	MEC	9873	YES	! !	YES	
308	25	MEC	9876	YES	! 	YES	
309	26	MEC	9878	YES	İ	YES	1
310	27	MEC	9879	YES	! !	YES	į
311	28	MEC	9883	YES		YES	!
312	29	MEC	9887	YES	!!	YES	:
313	30	MEC	9899	YES	!	YES	ļ
314	1	MEC	10040	YES		YES	-
315	2	MEC	10044	YES YEŞ		YES	1
316	3	MÉC	10178	YES		YES YES YES	
317	4	MEC	10185	YES	!	YES	
318	\vdash	MEC	10208	YES		YES	٠
319	2	MEC	10211	YES	į	YES	
320	3	MEC	10214	YES	:	YEŞ	i
321	4	MEC	10247	YES		YES	
322	5	MEC	10248	YES		YES	ĺ
323	6	MEC	10285	YES	!	YES	:
324	7	MEC	10317	YES	1	YES	
325	8	MEC	10339	YEŞ	:	YES	:
326	9	MEC	10340	YES		YES	
327	10	MEC	10389	YES	!	YES	
328	111	MEC	10398	YES	- 1	YES	
329		MEC	12100	YES		YES	
330	2	MEC	12101	YES	1	YES	
331	3	MEC	12102	YES I		YES	
332	4	! MEC	12103	YES	1	YES	
333	4 5	MEC	12104	YES		YES	
334	6	MEC	12106	YES	į	YES	
335	7	MEC	12107	YES	ì	YES .	
336	8	MEC	12108	YES	- ;	YES	
337	9	MEC	12109	YES		YËŠ	
338	10	MEC	12110	YES	i	YES	
339	11	MEC	12112	YES	i	YES	
340	12	MEC	12114	YES	į	YES	
341	13	MEC	12115	'YES'		YES I	
342	14	MEC	12116	YES :	i	YES :	
343	15	MEC	12117	YES		YES	
344	16	MEC	12118	YES	i	YES	
345	17	MEC	12119	YES ;	!	YES	
346	18	' MEC !	12120	YES		YES	
347	19	MEC :	12121	YES		YES !	
348	20	MEC	12122	YES		YES	
349	4	MEC	14103	YES		YES	
350	2	MEC	14105	YES		YES	
351	3	MEC	14107	YES	!	YES	
352	4	MEC	14108	YES !	!	YES	
353	5	MEC	14128	YES		YES !	
354	6	MEC	14158	YES		YES	
355	7	MEC !	14161	YES		YES	
356	0	MEC !	14162	YES	!	YES ,	
357	9	MEC	14163	YES	;	YES	
358	10	MEÇ	14165	YES	!	YES :	
359	11 '	MEC	14168	YES	:	YES	
360	12	MEC	14169	YES	*	YES	
361	13	MEC	14178	YEŞ		YES :	
362	14	MEC	14184	YES		YES :	
363	15	MEC	14185	YES		YES :	
364	16	MEC	14193	YES	1	YES	
365	17	MEC	14195	YES		YES !	
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		GUILFORD RAI CAR ROS	TER	Antivo	Longad	0
366	# 18	<u>Company</u> MEC	<u>Car#</u> 14201	Active YES	Leased	Own YES
367	19	MEC	14204	YES		YES
368	20	MEC	14206	YES	! !	YES
369	21	MEC	14207	YES	•	YES
370 371	22	MEC MEC	14208 14211	YES ! YES		YES YES
372	24	MEC	14213	YES	1	YES
373	25	MEC	14215	YES	! i	YEŞ
374 375	26 27	MEC MEC	14218 14219	YES		YES YES
376	28	MEC	14228	YES	! ;	YES
377	29	: MEC	14232	YES	. :	YES
378	30	MEC	14233	YES	. !	YES
379 380	31	MEC MEC	14236 14238	YES YES	:	YES YES
381	33	MEC	14241	YES	!	YES
382	34	MEC	14243	YES	į i	YES
383 384	35	MEC	14248	YES	; ; ;	YES
385	2	MEC MEC	20000	YES	YES !	:
386	3	i MEC	20002	YES	YES :	
387	4	MEC	20003	YES	YES	!
388 389	5 6	MEC MEC	20005	YES	YES)
390	Įž	MEC	20007	YES	YES !	!
391	8	MÉC	20008	YES	YES	
392 393	10	MEC MEC	20009	YES	YES	į
394	111	MEC	20010	YES	YES	!
395	12	MEC	20012	YES	YES :	į
396	13	MEC	20015	YES	YES	
397 398	14 15	MEC MEC	20016 20017	YES YES	YES !	;
399	16	MEC	20018	YES	YES	- 1
400	17	MEC	20019	YES	YES '	į
401	18	MEC	20020	YES	YES	į
402 403	19 20	MEC MEC	20021 20022	YES YES	YES YES	į
404	21	MEC	20023	YES	YES	
405	22	MEC	20024	YES	YES	!
406 407	23 24	MEC MEC	20025 20026	YES	YES	!
408	25		20027	YES	YES YES	ļ
409	26	MEÇ	20028	YES	YEŞ 1	:
410	27	MEC	20029	YES	YES	!
411 412	28 29	MEC MEC	20030 20031	YES YE\$	YES YES	!
413	30	MEC	20032	YES	YES	
414 415	31	MEC	20033	YES	YES	
416	32 33	MEC MEC	20034 20035	YES YES	YES ;	- 1
417	34	MEC	20036	YES	YES	1
418	35	MEC	20037	YES	YES	
419 420	36 37	MEC MEC	20038 20040	YES YES	YES ! YES !	
421	38	MEC	20040	YES	YES	j
422	39	MEC	20042	YES	YES ;	
423 424	40 41	MEC	20043	YES	YES	- 1
425	42	MEC MEC	20044 20045	YES YE\$	YES ! YES	- 1
426	43	MEC	20046	YES '	YES ;	
427	44	MEC	20047	YES !	YES	
428 429	45 46	MEC MEC	20048 20049	YES	YES '	1
430	47	MEC ;	20050	YES	YES	
131	48	MEC :	20051	YES	YES	1
432 433	49 50	MEC i	20052	YES	YES	i
134	51 ¦	MEC MEC	20053 20054	YES !	YES YES	
135	52	MEC	20055	YES	YES	
136	53	MEC	20056	YES	YES	i
	54	MEÇ	20057	YES	YES :	
137 138	55 '	MEC	20058	YES '	YES !	- 1

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	<u>#</u>	Company	Car#	Active		Own
439	56	MEC	20059	YES	YES	
440	57	MEC	20060	YES	YES	
441	58	MEC	20061	YES	YES	
442	59	MEC	20062	YES	YES !	
443	60	MEC	20063	YES	YES	
444	61	MEC	40004	YES	YES	
445	62	MEC	20065	YES	100	
446 447	63 64	MEC	20066	YES	YES	
448	65	MEC	20067		YES	
449	66	MEC MEC	20068	YES	YES	
450	67	MEC	20009	YES	YES !	
451	68	MEC	20071	YES	YES	
452	69	MEC	20072	YES	YES	
453	70	MEC	20073	YES	YES	
454	71	MEC	20074	YES	YES :	
455	72	MËČ	20075	YES	YES	
456	73	MEC	20076	YES	YES '	
457	74	MEC	20077	YES	YES	
458	75	MEC	20078	YES	YES	
459	76	MEC	20079	YES	YES !	
460	77	MEC	20080	YES	YES	
461	78	MEC	20081	YES	YES	
462	79	MEC	20082	YES	YES	
463	80	MEC	20083	YES	YES	
464	81	MEC	20084	YES	YES	
465 466	82	MEC	20086	YES	YES	
467	83 84	MEC MEC	20088	YES	YES	
468	85	MEC	20090	YES	YES YES	
469	86	MEC	20091	YEŞ	YES	
470	87	MEC	20092	YES	YES	i
471	88	MEC	20094	YES	YEŞ	!
472	89	MEC	20095	YES	YES	
473	90	MEC	20096	YES	YES	;
474	91	MEC	20097	YES	YES	i
475	92	; MEC	20098	YES	YES	
476	93	MEC	20099	YE\$	YES	
477	94	MEC	20100	YES	YES	
478	95	MEC MEC	20101	YES	YES '	}
479	96	· MEC	20102	YES	YES :	
480	97	MEC	20103	YES	YES	i
481	98	MEC	20104	YES	YES '	
482	99	MEC	20105	YES	YES	:
483	100	MEC	20106	YES	YES !	· ·
484 485	101	MEC	20107	YES	YES	1
486	102 103	MEC MEC	20108	YES YES		
487	104	MEC MEC	20109	YES	YES	i
488	105	MEC	20111	YES	YES	;
489	106	MEC	20112	YES	YES	1
490	107	MEC	20113	YES	YES	
491	108	MEC	20114	YES	YES	i
492	109	MEC	20115	YES I	YES !	
493	110	MEC	20116	YE\$	YES	!
494	111	MEC	20117	YES	YES	i
495	112	MEC	20118	YES	YES	
496	113	MEC	20119	YES	YE\$!	
497	114	MEÇ	20120	150	160	i
498	115	MEC	20121	YES	YES	:
499	116	MEC	20122	YES	YES i	
500	117	MEC	20123	, ,	YES	
501 502	118 119	MEC	20125	YES	YES	
502	120	MEC MEC	20126	YES !	YES YES	
504	121	MEC	20127 20128	YES	YES	!
505	122	MEC	20120	YES	YES :	ì
506	123	MEC	20129	YES	YES	İ
507	124	MEC	20131	YES	YES	:
508	125	MEC	20132	YES	YES	!
509	126	MEC	20133	YES	YES	!
510	127	MEC	20134	YES	YES ;	!
511	128	MEC	20135	YES	YES	1
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		CAR ROS	TER			
	#	<u>Company</u>	<u>Car #</u>	<u>Active</u>	<u>Leased</u>	Own
512	129	MEC	20136	YES	; YES .	
513	130	: MEC	20137	YES	YES	,
514	131	MEC	20138	YES	YES	
515	132	MEC	20139	YES	YES	· ·
516	133	MEC	20140	YES	YES	
517	134	MEC	20141	YES	YES	
518	135	MEC	20142	YES	YES ;	
519	136	MEC	20144	YES	YES	į
520 521	138	MEC MEC	20145 20146	YES	YES YES	,
522	139	MEC	20147	YES	YES	
523	140	MEC	20148	YES	YES	
524	141	MEC	20149	YES	YES	į
525	1	MI-C:	20150	YES	YES	
526	2	MEC	20151	YES	YES	1
527	3	. MEC	20152	YES	YES (!
528		MEC	20153	YES	YES	i
529	5	MEC	20154	YES	YES	- 1
530	6	MEC	20155	YES	YES	i
531	7	MEC	20156	YES	YES	!
532 533	8	MEC MEC	20157	YES	YES	1
534	10	MEC	20158 20159	YES	YES	1
535	111	: MEC	20160		YES	i
536	12	MEC	20161	YES	YES	
537	13	MEC	20162	YES	YES	1
538	14	, MEC	20163		YES	i
539	15	MEC	20164	YES	YES	!
540	16	' MEC	20165	YES	YES	
541	17	MEC	20166	YES	I LO	•
542	18	MEC	20167	YES		!
543	19	; MEC	20168	YES	YES	1
544	20	MEC	20169	,		!
545 546	21 22	MEC MEC	20170 20172	YES !		ļ
547	23	: MEC	20172	YES YEŞ	YES YES	į
548	24	MEC	20175	YES	YES	1
549	25	MEC	20176	YES	YES	!
550	26	MEC	20177	YES	YEŞ İ	:
551	27	MEC	20178	YES	YES	ì
552	28	MEC	20179	YES	YES	i
553	29	' MEC	20180	YES!	YES	
554	30	MEC	20181	YES	YES	İ
555	31	MEC	20182	YES '	YES	;
556	32	MEC	20184	YES	163	!
557 558	33 34	MEC	20185	YES ;	YES !	
559	35	MEC MEC	20186 20187	YES YES	YES YES	:
560	36	MEC	20188	YES	YES	•
561	37	MEC	20189	YES	YES	:
562	38	MEC	20190	YES	YES	
563	39	MEC	20192	YËS	YEŞ ¦	
564	40	MEC	20193	YES	YES	
565	41	MEC	20194	YES	YES !	•
566	42	MEC	20195	YES	YES	1
567	43	MEC	20196	YES	YES	
568	44	MEC	20197	YES	YES	1
569	45	MEC	20198	YES	YES	!
570 571	46 47	MEC MEC	20199	YES	YES	!
572	48	MEC	20200 20201	YES YES	YES YES	;
573	49	MEC	20202	YES ;	YES	1
574	50	MEC	20203	YES	YES	:
575	51	MEC	20204	YES	YES	i
576	52	' MEC	20205	YES YES	YES	
577	53	MEC '	20206	YES	YES '	;
578	54	MEC i	20207	'YES ,	YES !	!
579	55	MEC	20208	YES	YES	!
580	56	MEC	20209	YEŞ i	YES	
581	57	MEC	20210	YES	YES	
582	58 50	MEC	20211	YES	YES	!
583 584	59 60	MEC MEC	20212 20213	YES YES	YES !	i
	1 00	19120	20213	123	160	:

	<u>#</u>	CAR ROS	STER <u>Car#</u>	Active	Leased	Qwn
3567899012345678900123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789001234567890012345678901234567890123456789012345678901234567890123456789001234567890012345678900123456789000000000000000000000000000000000000	61 623 644 656 667 77 77 78 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 95 100 101 102 107 107 107 107 107 107 107 107 107 107	MECCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	20214 20215 20216 20217 20218 20219 20220 20221 20222 20223 20224 20225 20226 20227 20238 20231 20232 20233 20234 20235 20236 20237 20238 20240 20242 20242 20242 20242 20245 20246 20250 20251 20252 20253 20256 20257 20256 20257 20258 20256 20257 20258 20257 20258 20266 20267 20268 20267 20278 20279 20271 20278 20279 20278 20279 20280 20281 20282 20283 20279 20279 20280 20281 20282 20283 20284 20286 20277 20278 20279 20279 20280 20281 20286 20287 20288	A SECTION OF THE PROPERTY OF T	SECTIVATION OF THE PROPERTY OF	

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		CAR ROS				_
	<u>#</u>	Company	Car#	Active	Leased	Own
658	134	MEC	20289	YES	YES	!
659	135	MEC	20290	YES	YES	. ;
660	136	MEC	20291	YES	1 120	, !
661	137	MEC	20292	YES	YES	: i
662	138	MEC MEC	20293 20295	YES	YES YES	. !
663 664	139	MEC	20296	YES	YES	! ;
665	141	MEC	20297	YES	YES	,
666	142	MEC	20298	YES	YES	į
667	143	MEC	20299	YES	YES	:
668	144	MEC	20300	YES	YES	i ı
669	145	MĒČ	20301	YES	YES	
670	146	MEC	20303	YES	YES	: !
671	147	MEC	20304	YES	YES	!
672	148	MEC	20305	YES	YES	: 1
673	149	MEC	20306	YES	YES	
674	150	MEC	20307	YES	YES	
675	151	MEC MEC	20308	YES	YES	· ;
676 677	152 153	MEC	20309 20310	YES	YES	i
678	154	MEC	20310	YES	YEŞ	! !
679	155	MEC	20312	YES	YES	
680	156	MEC	20313	YES	YES	į
681	157	MEC	20314	YES	YES	
682	158	MEC	20315	YES	YES	
683	159	MEC	20316	YES	YES	i
684	160	MEC	20317	YES	YES	
685	161	MEC	20318	YES	YES	i
686	162	MEC	20319	YES	YES	,
687	163	MEC	20320	YES	YES	ļ
688	164	MEC	20321	YES	YES	
689	165	MEC	20322	YES	YES!	1
690	166	MEC MEC	20323	YES YE\$	YES YES	1
691 692	167 168	MEC	20325	YES	YES	i
693	169	MEC	20325	YES	YES	į
694	170	MEC	20327	YES	YES	
695	171	MEC	20328	YES	YES	
696	172	MEC	20329	YES	YES	
697	173	: MEC	20330	YES	YES	ļ
698	174	MEC	20331	YES	YES	1
699	175	MEC	20332	YES	YES	:
700	176	MEC	20333	YES	YES	
701	177	MEC	20334	YES	YES	i
702 703	178 179	MEC	20335 20336	YES !	YES YES	
704	180	MEC MEC	20337	YES	YES	1
705	181	MEC	20338	YES	YES	i
706	182	MEC	20339	YES	YES	1
707	183	' MÉC	20340	YES	YES	1
708	184	MEC	20341	YES	YES	
709	185	MEC	20342	YES	YES	i
710	186	MEC	20343	YES	YES	!
711	187	MEC	20344	YES	YES	:
712 713	188 189	MEC MEC	20345 20346	YES	YES	
714	190	MEC	20340	YES	YES YES	:
715	191	MEC	20348	YES	YES	1
716		MEC	20349	YES	YES	;
717	1	MEC	2/100	YES		YES
718	2	. MEC	27101	YEŞ	:	YE\$
719	3	MEC	27102	YES		YES ;
720	4	MEC	27103	YES		YES
721	5	MEC	27104	YES	:	YES :
722	6	MEC	27105	YES		YES
723	7 8	MEC	27106	YES	ļ	YES !
724 725	9	MEC MEC	2710 7 27108	YES YES	i	YES :
726	10	MEC	27108	YES	:	YES
727	11	MEC	27110	YES	i	YES
728	12	MEC	27111	YES	:	YES
729	13	MEC	27112	YES	:	YES
730	14	MEC	27113	YES	•	YE\$

GUILFORD RAIL SYSTEM CAR ROSTER Car# Active Leas

	<u>#</u>	Company	Car#	<u>Active</u>	Leased	<u>Own</u>
731	15	MEC	27114	YES	:	YES
732	16	MEC	27115	YES	i	YES YES
733 734	17	MEC	27116 27117	YES	i	YES
735	19	MEC MEC	27118	YES		YES
736	20	MEC	27119	YES		YES
737		MEC	28000	YES		YES
738 739	3	MEC	28001	YES	i	YES
740	3	MEC MEC	28003 28004	YES	:	YES YES
741	 	MEC	28100	YES		77
742	2	MEC	28101	YES		YES
743	3	MEC	28102	YES YES		YES
744 745	5	MEC MEC	28103 28104	i YES		YES ;
746	ő	MEC	28105	YES	i .	YES
747	7	MEC	28106	! YES	į	YES '
748	8	MEC	28107	' YES	. !	YES
749 750	9	MEC MEC	28108	YES		YES
751	10	MEC	28109 28110	YES	ļ ļ	YES YE\$
752	12	I MFC	28111	YES	i	YES
753	13	MEC MEC	28112	YES	•	YES '
754	14	MEC	28113	YES	:	YES :
755 756	15 16	MEC MEC	28114 28115	YES YES		YES YES
757	17	MEC	28116	YES		YES
758	18	MEC MEC	28117	YES !	!	YES :
759	19	: MEC :	28118	YES ! YES ! YES	:	YES YES
760 761	20	MEC	28119	YES		YES
762	2	MEC MEC	29000 29001	YES YES	:	YES :
763	3	MEC	29002	YES	j	YES
764	4	MEC	29003	YES YES	1	YES !
765	5 6	MEC	29004	YES	İ	YES
766 767	7	MEC MEC	29005	YES	į	YES
768	В	MEC	29006 29007	YES	i	YES YES
769	9	MEC	29008	YES YES		YES
770	10	MEC	29009	YES !	1	YES
771	11	MEC	29010	YES	:	YES
772 773	12 13	MEC MEC	29011 29012	YES YES	:	YES YES
774	14	MEC	29013	YES		YES !
775	15	; MEC (29014	, YES :	1	YES
776	16	MEC	29015	YES	j	YES
777 778	17 18	MEC i	29016 29017	YES YES	:	YES YES
779	19	MEC	29018	YES	į	YES
780	20	MEC	29019	YES	ļ	YES
781 782	21 22	MEC	29020	YES	- 1	YES
783	23	MEC i	29021 29022	YES	1	YES YES
784	24	MEC	29023	YES	1	YES
785	25	MEC	29024	YES	1	YES
786	26	MEC	29026	YES i	:	YES ;
787 788	27 28	MEC MEC	29027 29028	YES	i	YES YES
789	29	MEC	29029	YES	i	YES
790	30	MEC '	29030	YES		YES
791	31	MEC	29031	YES ;	:	YES
792 793	32 33	MEC MEC	29032	YES	į	YES
794	34	MEC	29033 29034	YES	ļ	YES !
795	35	MEC	29035	YES	i	YES
796	36	MEC	29036	YES	į	YES YES
797	37	MEC	29037	YES		YES
798 799	38 39	MEC MEC	29038 29039	YES		YES YES
800	40	MEC	29039 29040	YES YES	:	YES
801	41	MEC	29041	YES	1	YES
802	42	MEC	29042	YES		YES
803	43	MEC	29043	YES		YES

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	#	Company	<u>Car #</u>	<u>Active</u>	Leased On	<u>wn</u>
804		MEC	29044	YEŞ		ES 1
805	45	MEC	29045	YES		ΞS
806	46	MEC	29046	YES		ES i
807	47	MEC	29047	YES		S
808	48	MEC	29048	YES	YE	.5
809	49 50	MEC	29049 29050	YES	YE	
810 811	51	MEC MEC	29051	YES	YE	:0 !
812	52	MEC	29052	YES	YE	
813	53	MEC	29053	YES	YE	S
814	54	MEC	29054	FYES	i YE	Si
815	55	MEC	29055	YES	YE	S,
816	56	MEC	29056	YES	YE	S
817	57	MEC	29058	YES	YE	S:
818 819	58 59	MEC MEC	29059 29060	YES YES	YE	S
820	60	MEC	29061	YES	YE	
821	61	MEC	29062	YES	YE	S
822	62	MĒČ	29063	YES	YE	
823	63	MEC	29065	YES	YE	S
824	64	MEC	29066	YES	YE	S
825 826	65 66	MEC	29067	YES	YE	
827	67	MEC MEC	29068 29069	YES YES	YE	
828	68	MEC	29070	YES	' VE	S .
829	69	MEČ	29071	YES	YE	
830	70	MEC	29072	YES	! YE	٠̈
831	71	MEÇ	29073	! YES i	YE	S
832	72	MEC	29074	YES	YE	s ¦
833	73	MEC	29076	YES	YE	S i
834 835	74 75	MEC MEC	29077 29078	YES	YE YE	S !
836	76	MEC	29079	YES	YE	
837	77	MEC	29080	YES	YĚ	š i
838	78	MEC	29081	YES	YE	
839	79	MEC	29082	YES	YE	S;
840	80	MEC	29083	YES	YE	S
841	81	MEC	29084	YES	YE	5 ;
842 843	82 83	MEC MEC	29085 29086	YES YES	YE	S
844	84	MEC	29087	YES	YE:	2
845	85	MEC	29088	YES	YE	š !
846	86	' MEC	29089	YES	YE	Š
847	87	MEC	29090	YES	! YE	S
848 849	88	MEC	29091	YES	YE	
850	89 90	MEC MEC	29092 29093	YES YES	YES	3
851	91	MEC	29094	YES	YE	
852	92	MEC	29095	YES	YES	
853	93	' MEC	29096	YES	YES	
854 855	94	MEC	29097	YES	! YES	
856	95 96	MEC MEC	29098	YES	YES	ì
857	97	MEC	29099 29100	YES YES	YES YES) <u> </u>
858	98	MEC	29101	YES	YES	
859	99	MEC	29102	YES	YES	
860	100	MEC	29103	YES	YES	
861	101	MEC	29104	YES	YES	
862 863	102 103	MÉC	29105	YES	YES	
864	104	MEC MEC	29106 29107	YES YES	YES	
865	105	MEC	29107	YES i	YES	
866	106	MEC	29109	YES YES	YES	
867	107	MEC '	29110	YES	YES	
868	108	MEC	29111	YES	YES	; İ
869 870	109	MEC	29112	YES	YES	1
870 871	110 111	MEC	29113	YES	YES	
872	112	MEC MEC	29114 29115	YES	YES	
873	113	MEC	29115	YES	YĒS	
874	114	MEC	29118	YES	YES	
875	115	MEC	29119	YES	YES	
876	116	MEC	29120	YES	YES	
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935 936 937 938 939 940 941 942 943 944 945 1 946 1 947 1 948	117 118 119 120 121 122 124 125 126 127 128 129 130 131 132 133 134 135 136 137 139 140 141 143 144 145 156 156 167 177 178 177 177 177 177 177 177 177 17	MECCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC	29121 29122 29123 29124 29125 29126 29127 29128 29129 29130 29131 29132 29133 29134 29135 29136 29137 29138 29140 29141 29142 29144 29145 29145 29146 29147 29148 29149 29150 29150 29150 29151 29150 29150 29157 29158 29160 29167 29168 29167 29168 29167 29168 29167 29168 29167 29168 29170 29177 29178 29178 29177 29178 29180 29181 29185 29186 29187 29188 29189 29190 29191 29191 29192 29193 29194 29195	Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y Y	SS SS SS SS SS SS SS SS SS SS SS SS SS

		GUILFORD RA CAR RO				
	#	Company	Car#	Active	Leased	Own
950	I 190	MEC	29201	YES		YES
951	191	MEC	29202	YES	į	YES
952	192	MEC	29203	YES	i	YES
953	193		29204	YES	í	YES
954	194	MEC	29205	YES		YES
955	195	MEC	29206	YES		YES
956	196	MEC	29207	YES	!	YES
957	197	MEC	29208	YES	:	YES
958	198	MEC	29209	' VCC		YES
959	199	MEC	29210	YES	:	YES
960	200	MEC	29211	YES		YES :
961	201	MEC	29212	YES	í	YES
962	202	MEC	29213	YES		YES
963	203	. MEC	29214	YES	!	YES :
964	204	MEC	29215	YES	: ;	YES
965	205	MEC	29216	YES		YES
966	206	: MEC	29217	YES	: :	YES
967	207	MEC	29218	YES		YEŞ :
968	208	: MEÇ	29219	YES		YES
969	209	MEC	29220	YES	' i	YES !
970	210	MEC	29221	YES '	1	YES
971	211	MEC	29222	YES	:	YES
972	212	MEC	29223	YES		YES !
973	213	MEC	29224	YES	1	YES
974	214	MEC	29225	YES	-	YES
975	215	MEC	29226	YES		YES
976	216	MEC	29227	YES	1	YES
977	217	MEC	29228	YES	,	YES
978	218	MEC	29229	YES I		YES
979		MEC	31750	YES	1	YES
980	3	IVILO	31751	YES	;	YES YES
981 982	4	MEC MEC	31752 31753	YES		
983	5	MEC	31754	YES	!	YES
984	6	MEC	31755	YES	;	YES
985	Ιř	MEC	31756	YES	1	YES
986	8	MEC	31757	YES	j	YES
987	9	MEC	31758	YES	i	YES
988	10	MEC	31759	! YES !	;	YES
989	111	MEC	31760	YES	!	YES
990	12	MEC	31761	YES	!	YES
991	13	MEČ	31762	YES		YES
992	14	MEC	31763	YES	1	YES
993	15	MEC	31764	YES	1	YES
994	16	MEC	31765	YES		YES
995	17	MEC	31766	YES	:	YES
996	18	MEC	31767	YES	•	YES
997	19	MEC	31768	YEŞ i		YES :
998	20	MEC	31769	YES		YES
999	21	MEC	31770	YES	,	YES
1000	22	MEC	31771	YES		YES
1001	23	MEC	31772	YES	i	YES :
1002	24	MEC	31774	YES	· .	YES
1003	25	MEC	31775	YES		YÉS !
1004	26	MEC	31//6	YES	,	YES :
1005	27	MEC	31777	YES	į	YES
1006	28	MEC	31778	YES	į	YES YES
1007	29	MEC	31779	YES		YES
1008	30	MEC	31780	YES YES		YES
1009 1010	31	MEC	31781	YES	:	YEŞ
	32	MEC	31782	YES		YES :
1011 1012	33 34	MEC	; 01760	144	į	YES
1012	35	MEC	31784	YES	ĺ	YES YES
1014	36	MEC MEC	31785	YES !	į	YES
1015	37	MEC	31786	YES		YES :
1016	38	MEC	31788	YES	İ	YES
1017	39	MEC	31789 31790	YES	!	YES
1018	40	MEC	31790	YES	i	YES
1019	41	MEC	31792	YEŞ YES	1	YES
1020	42	MEC	31794	YES		YES YES
1021	43	MEC	31795	YES		YES
1022	44	MEC	21706	YES :	:	YE\$
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		CAR ROS	IEK			
1023	# 45	<u>Company</u> MEC	<u>Car#</u> : 31797	Active YES	Leased	<u>Own</u> YES
1024		MEC	31798	YES		YES
1025		MEC	31799	YES	: 1	YES
1026 1027	48 49	MEC MEC	31800 31801	YES	:	YES YES
1028	50	MEÇ	31802	YES	! '	YES
1029	51	MEC	31803	YES	•	YËS
1030	52 53	MEC MEC	31804 31805	YES YES	, :	YES YES
1032	54	MEC	31806	YES		YES
1033 1034	55 56	MEC MEC	31807 31808	YES		YES :
1035	57	MEC	31809	YES	:	YES
1036	58	MEC MEC	31811	YES	. !	YES
1037 1038	59 60	MEC	31812 31813	YES YES		YES !
1039	61	MEC	31814	YES		YES
1040 1041	62 63	MEC MEC	31815 31816	YES YES		YES ! YES
1042	64	MEC	31817	YES	. 1	YES
1043 1044	65	MEC MEC	31818	YES !	!	YES!
1044	66	MEC	31819 31820	YES YES		YES
1046	68	MEC	31821	YES	i	YES :
1047 1048	69 70	MEC MEC	31822 31823	YES!	į	YES YES
1049	71	MEC	31824	YES		YES 1
1050 1051	72 73	MEC MEC	31825 31826	YES YES		YES
1052	74	MEC	31827	YES	i	YES :
1053	75	MEC	31828	YES	1	YES
1054 1055	76 77	MEC MEC	31829 31830	YES YES	:	YES YES
1056	78	MEC	31831	YES	:	YES
1057 1058	79 80	MEC MEC	31832 31833	YES		YES :
1059	81	MEC	31834	! YES		YES
1060 1061	82 83	MEC MEC	31835 31836	YES YES	1	YES !
1062	84	: MEC	31837	YES	:	YES !
1063 1064	85 86	MEC MEC	31838	YES	1	YES :
1065	87	MEC	31839 31840	YES	!	YES T
1066	88	MEC	31841	YES :	:	YES ·
1067 1068	89 90	MEC MEC	31842 31843	YES		YES '
1069	91	MEC	31844	YES	j	YES :
1070 1071	92 93	MEC MEC	31845 31846	YES		YES .
1072	94	MEC	31847	YES	i	YES
1073 1074	95 96	MEC MEC	31848 31849	YES YES		YES
1075	97	MEC	31850	YES		YES '
1076	98	MEC	31851	YES !	ļ	YES !
1077 1078	99 100	MEC MEC	31852 31853	YES		YES :
1079	101	MEC	31854	YES	- :	YES
1080 1081	102 103	MEC MEC	31855	YES	:	YES
1082	104	MEC	31856 31857	YES YES	:	YES :
1083	105	MEC	31858	YES	İ	YES
1084 1085	106 107	MEC MEC	31859 31860	YES	:	YES :
1086	108	; MEC	31861	YES '	i	YES
1087 1088	109 110	MEC I	31862 31863	YES :	:	YES :
1089	111	MEC	31864		İ	YES YES
1090 1091	112 113	MEC MEC	31865	YES ;	:	YES
1092	114	MEC	31866 : 31867	YES '		YE\$: YE\$;
1093 1094	115 116	, MEC	31868	YES	!	YES :
1094	117	MEC MEC	31869 31870	YES YES		YES YES
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		CAR ROS	TER			
	#	Company	<u> Car #</u>	<u>Active</u>	Leased	Own
4460		MEC	31952	YES		YES
1169						
1170	48	MÉC	31954	YES	; ;	YES
1171	49	MEC	31955	YES	; ;	YES
1172	50	MEC	31956	YES		YES
1173	51	MEC	31957	YES	i .	YES
		1460			· i	
1174	52	MEC	31958	YES	. 1	YE\$
1175	53	MĒČ	31959	YES		YES
1176	54	MEC	31960	YES	·	YES
1177	55	MEC	31961	YES	1	YES
1178	56	MEC	31962		l	YES
		MEG		16.0		
1179	57	MEC	31963	YES	i	YE\$
1180	58	MEC	31964	YES		YES
1181	59	MEC	31965	' YES	!	YES
1182	60	MEC	31966	YES		YES
1183	61					
		MEC	31967	YES	: ·	YES
1184	62	MEC	31968	YES		YES
1185	63	MEC	31969	YES		YES
1186	64	MEC	31970	YES	!	YEŞ
1187	65	MEC	31971	YES		YES
1188						750
	66	MEC	31972	YES	i i	YES
1189	67	MEC	31973	YES	i	YES
1190	68	MEC	31974	YES	' !	YES
1191	69	MEC	31975	YES		YES
						VES
1192	70	MEC	31976	YES		YES
1193	71	MEC	31977	: YES		YES
1194	72	MEC	31978	YES		YES
1195	73	MEC	31979	YES		YES
1196	74	MEC	31980	YES	i	YES
		i MCC		VEC	i	
1197	75	MÉC	31981	YES		YES '
1198	76	MEC	31982	YES		YES :
1199	77	MEC	31983	YES	:	YES :
1200	78	MEC	31984	YES	ſ	YES
1201	79	MEC		YES	i	VEO :
			31985			YES !
1202	80	MEC	31986	YES		YES !
1203	81	MEC	31987	YES	i	YËS
1204	1 82	MEC	31988	YES	!	YES
1205	83	MEC		YES	i	
			31989		ı	YES
1206	84	MEC	31990	YES		YES
1207	85	i MEC	31991	YES	i	YES
1208	86	i MEC	31993	YES !	ļ	YES
1209	87	MEC	31994	YES	1	YES
	88			: 150	,	
1210		MEC	31995	YES		YES
1211	89	i MEC	31996	YES		YES :
1212	90	, MEC	31997	YES	1	YES
1213	91	MEC	31998	YES		YES '
1214	92	· MEC i	31999	YES	- 1	YES
	93					
1215		MEC	32000	YES	!	YES
1216	94	MEC	32001	YES	i	YES :
1217	95	MEC !	32002	YES		YES
1218	96	MEC	32003	YES		YES
1219	97	MEC	32004	YES	j	YES
1220	98	MEC		VEC	1	150
			32005	YES	:	YES
1221	99	MEC	32006	YES	[YES
1222	100	. MEC	32007	YES	!	YES
1223	101	MEC	32008	YEŞ I	1	YES !
1224	102	MEC	32009	YES	i	YES
			02005	1	i	153
1225	103	MEC	32010	YES	j	YES !
1226	104	MEC	32011	YES :	,	YES !
1227	105	MEC	32012	YES !	٠	YES i
1228	106	MEC	32013	YES		YES
229	107	MEC	32014	YES	:	
					1	YES
230	108	MEC	32015	YES	ļ	YES :
231	109	MEC ;	32016	YES	i	YES ·
232	110	MEC	32017	YES	į	YES :
233	111	MEC	32018	YES	!	YES
234	112	MEC			1	
			32019	YES	į.	YES
235	113	MEC	32020	YES	į	YES
236	114	MEC ;	32022	YES	i	YÉS .
237	115	MEC	32023	YES	1	YES
238	116	MEC	32024	YES	i	
239	117				i	YES
		MEC	32025	YES	į	YES
240	118 i	MEC	32026	YES !		YES :
241	119	MÉC :	32027	YES !	,	YES

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# Company Car# Active Leased Own 1315 193			CAR ROS	TER			
1315 193		#				Leased	
1316	1315		MEC	32102	YES	: :	YES :
1317 195				32103	YES	1 :	
1318 196				32104	YES	, 1	YES
1319 197 MEC 32106 YES YES YES 1320 198 MEC 32108 YES YES YES 1321 199 MEC 32108 YES YES YES 1322 200 MEC 32109 YES YES YES 1323 201 MEC 32110 YES YES YES 1324 202 MEC 32111 YES YES YES 1325 203 MEC 32111 YES YES YES 1326 204 MEC 32112 YES YES 1326 204 MEC 32114 YES YES YES 1327 205 MEC 32114 YES YES YES 1328 206 MEC 32115 YES YES 1329 207 MEC 32116 YES YES YES 1329 207 MEC 32116 YES YES YES 1330 208 MEC 32117 YES YES YES 1331 209 MEC 32118 YES YES YES 1332 210 MEC 32119 YES YES YES 1333 211 MEC 32120 YES YES YES 1334 212 MEC 32120 YES YES YES 1335 213 MEC 32121 YES YES YES 1336 214 MEC 32122 YES YES 1337 215 MEC 32124 YES YES YES 1338 216 MEC 32125 YES YES YES 1339 217 MEC 32126 YES YES YES 1340 218 MEC 32127 YES YES YES 1341 219 MEC 32128 YES YES 1342 220 MEC 32127 YES YES YES 1342 220 MEC 32128 YES YES 1343 221 MEC 32127 YES YES YES 1344 222 MEC 32127 YES YES YES 1342 220 MEC 32127 YES YES YES 1342 220 MEC 32127 YES YES YES 1342 220 MEC 32130 YES YES 1343 221 MEC 32131 YES YES YES 1344 222 MEC 32131 YES YES YES 1345 223 MEC 32137 YES YES 1345 223 MEC 32137 YES YES YES 1348 226 MEC 32133 YES YES YES 1348 226 MEC 32135 YES YES 1348 226 MEC 32135 YES YES 1348 226 MEC 32137 YES YES YES 1348 226 MEC 32137 YES YES 1359 228 MEC 32137 YES YES YES 1359 228 MEC 32137 YES YES YES 1359 228 MEC 32134 YES YES YES 1359 228 MEC 32134 YES YES YES 1359 223 MEC 32140 YES YES YES 1359 223 MEC 32140 YES YES YES 1359 234 MEC 32140 YES YES YES 1359 234 MEC 32140 YES YES YES 1359 234 MEC 32140 YES YES YES 1350 234 MEC 32140 YES YES YES 1359 234 MEC 32140 YES YES 1359 234 MEC 32140 YES YES YES 1359 234 MEC 32140 YES YES YES 1360 238 MEC 32147 YES YES YES 1360 238 MEC 32147 YES YES 1360 238 MEC 32149 YES YES 1360 230 MEC 32149					YES	!	YES
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1327 205					YES	. i	YES
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Schedule 3.4 to Security Agreement

Location of Offices, etc.

A. Address (including street address and county) of the chief executive office of each Debtor:

As to Guilford Transportation Industries, Inc.

14 Aviation Avenue Portamouth, NH 03801

As to Boston and Maine Corporation, Maine Central Railroad Company, Portland Terminal Company, Springfield Terminal Railway Company, Guilford Motor Express, Inc.

High Street-Iron Horse Park North Billerica, MA 01862

As to Aroostook and Bangor Resources, Inc.

Mill Road

Mattawamkeag, MA 04459

As to East Street, Inc.

24 East Street

Cambridge, MA 02141

As to Perma Treat Corporation

Air Line Drive Durham, CT 06422

B. Address (including street address and county) of each office (whether maintained by a Debtor or otherwise) where books and records relating to Collateral are kept:

See above.

C. Address (including street address and county) of each place of business of each Debtor in the jurisdiction containing its chief executive office:

See above

D. Changes in the foregoing information during the one year period ending on the date of the Security Agreement:

None.

Schedule 3.5 to Security Agreement

Location of Equipment and Inventory

Address (including street address and county) of each location where Equipment or Inventory is located:

See Schedule 3.4

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Schedule 3.6 to Security Agreement

Names, etc.

State of Incorporation Exact Legal Name State I.D. No. Guilford Transportation Industries, Inc. Delaware Boston and Maine Corporation Delaware Maine Central Railroad Company Maine Portland Terminal Company Maine Springfield Terminal Railway Company Vermont Guilford Motor Express, Inc. Delaware Aroostook and Bangor Resources, Inc. Maine East Street, Inc. Delaware Perma Treat Corporation

Delaware