

RECORDATION NO. 31549
FILED JANUARY 2, 2015 10:49 AM
SURFACE TRANSPORTATION BOARD

January 2, 2015

Via Electronic Filing

Chief Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) is a copy of the Memorandum of Commercial Security Agreement, dated as of December 15, 2014, by and among MVB Bank, Inc. Rail Connection, Inc. and Appalachian Tank Car Services, Inc. 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:

Lender:	MVB Bank, Inc. 400 Washington St. E. Charleston, WV 25301	Grantor:	Rail Connection, Inc. 737 Eleanor Industrial Park Eleanor, WV 25070
Borrower:	Appalachian Tank Car Services, Inc. 737 Eleanor Industrial Park Eleanor, WV 25070		

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

Up 208 three pocket 3850-4000 cu ft capacity, open top hoppers carrying the car mark and numbers:

COGX 14005, COGX 14008, COGX 14000, COGX 14001, COGX 14002, COGX 14003, COGX 14004, COGX 14006, COGX 14007, COGX 14009, COGX 14010, COGX 14011, COGX 14012, COGX 14013, COGX 14014, COGX 14015, COGX 14016, COGX 14018, COGX 14019, COGX 14020, COGX 14021, COGX 14022, COGX 14023, COGX 14024, COGX 14025, COGX 14026, COGX 14027, COGX 14028, COGX 14029, COGX 14030, COGX 14031, COGX 14032, COGX 14033, COGX 14034, COGX 14035, COGX 14036, COGX 14037, COGX 14038, COGX 14039, COGX 14040, COGX 14041, COGX 14042, COGX 14043, COGX 14044, COGX 14045, COGX 14046, COGX 14047, COGX 14048, COGX 14049, COGX 14050, COGX 14051, COGX 14052, COGX 14053, COGX 14054, COGX 14055, COGX 14056, COGX 14057, COGX 14058,

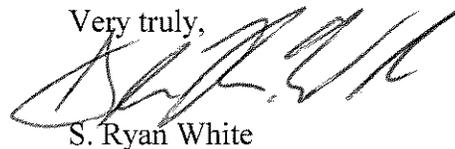
COGX 14059, COGX 14060, COGX 14061, COGX 14062, COGX 14063, COGX 14064, COGX 14065, COGX 14066, COGX 14067, COGX 14068, COGX 14069, COGX 14070, COGX 14071, COGX 14072, COGX 14073, COGX 14074, COGX 14075, COGX 14076, COGX 14077, COGX 14078, COGX 14079, COGX 14080, COGX 14081, COGX 14082, COGX 14083, COGX 14084, COGX 14085, COGX 14086, COGX 14087, COGX 14088, COGX 14089, COGX 14090, COGX 14091, COGX 14092, COGX 14093, COGX 14094, COGX 99010, COGX 99014, COGX 99017, COGX 99020, COGX 99042, COGX 99048, COGX 99054, COGX 98004, COGX 99001, COGX 99002, COGX 99003, COGX 99006, COGX 99007, COGX 99008, COGX 99011, COGX 99013, COGX 99015, COGX 99016, COGX 99018, COGX 99022, COGX 99023, COGX 99024, COGX 99025, COGX 99026, COGX 99027, COGX 99029, COGX 99031, COGX 99032, COGX 99033, COGX 99034, COGX 99035, COGX 99036, COGX 99037, COGX 99038, COGX 99039, COGX 99044, COGX 99046, COGX 99047, COGX 99049, COGX 99050, COGX 99052, COGX 99053, COGX 98001, COGX 98007, COGX 98008, COGX 98009, COGX 98010, COGX 98014, COGX 98018, COGX 98019, COGX 98025, COGX 98029, COGX 98031, COGX 98037, COGX 98042, COGX 98045, COGX 98053, COGX 98060, COGX 98062, COGX 98063, COGX 98065, COGX 98066, COGX 98072, COGX 98080, COGX 98083, COGX 98084, COGX 98088, COGX 98068, COGX 98092, COGX 99045, COGX 98012, COGX 98013, COGX 98057, COGX 98085, COGX 98021, COGX 98050, COGX 98070, COGX 98034, COGX 98090, COGX 98003, COGX 98067, COGX 98035, COGX 98044, COGX 99004, COGX 98047, COGX 98049, COGX 98005, COGX 98069, COGX 99030, COGX 99040, COGX 98033, COGX 98061, COGX 98046, COGX 98040, COGX 98048, COGX 98087, COGX 98022, COGX 313, COGX 2012, COGX 315, COGX 319, COGX 321, COGX 322, COGX 312, COGX 316, COGX 318, COGX 314, COGX 317, COGX 323, COGX 310, COGX 311, COGX 159, COGX 320

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

Memorandum of Commercial Security Agreement

In addition, the Surface Transportation Board Recording fee of \$44 will be sent separately. Thank you.

Very truly,



S. Ryan White

Enclosure

MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT

This **MEMORANDUM OF COMMERCIAL SECURITY AGREEMENT** dated as of the 15th day of December 2014 (the "Memorandum") is made by and between Rail Connection, Inc., a West Virginia Corporation, with an address at 737 Eleanor Industrial Park Eleanor, WV 25070 (the "Grantor"), Appalachian Tank Car Services, Inc. West Virginia Corporation, with an address at 737 Eleanor Industrial Park Eleanor, WV 25070 (the "Borrower") and MVB BANK, INC., a West Virginia corporation, with an address at 406 West Main Street, Clarksburg, West Virginia 26301 (the "Lender" and, together with the Grantor and Borrower, the "Parties").

WHEREAS, the Grantor owns twenty (20) three pocket 3850-4000 cu ft capacity, open top hoppers described on Exhibit A hereto (the "Cars").

WHEREAS, The Grantor, as lessor, and Globe Metallurgical, Inc., as Lessee, entered into that certain Master Full Service Railcar Lease dated as of April 14, 2014 (the "Lease") (the "Lease") providing for the Lessee's lease of the Cars from the Grantor. Evidence of the Lease has been recorded with the Surface Transportation Board pursuant to 49 U.S.C. § 11301 simultaneously with this Memorandum.

WHEREAS, the Lender has provided a Loan to the Borrower and the Grantor has entered into a Commercial Guaranty for the Loan, and in connection therewith Grantor has agreed to grant the Lender a security interest in the Cars and assign the Lease, together with the rents and profits relating thereto, to the Lender, each as collateral to secure the Loan.

WHEREAS, the Parties have entered into that certain Commercial Security Agreement of even date herewith (the "Security Agreement"), evidencing the Grantor's grant of a security interest in the Cars to the Lender attached hereto as Exhibit B.

WHEREAS, the Parties wish to show for the public record the existence of the Security Agreement, and the respective interests therein of the Parties in and to the Cars, and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written and filed with the Surface Transportation Board pursuant to 49 U.S.C. § 11301(a).

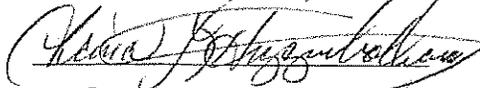
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument the Borrower hereby grants a first priority lien and security interest in and to the Cars to the Lender on the terms and subject to the conditions set forth in the Security Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Security Agreement to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignor. I further declare under penalty of perjury that the foregoing is true and correct. Executed on December 15, 2014

RAIL CONNECTION, INC., as Grantor

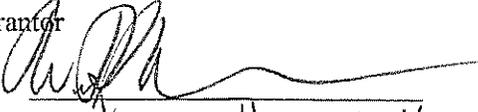
By: 

Name: TRINA L. HIGGINBOTHAM

Title: PRESIDENT

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignor by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignor. I further declare under penalty of perjury that the foregoing is true and correct. Executed on December 15, 2014

APPALACHIAN TANK CAR SERVICES, INC.,
as Grantor

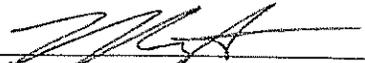
By: 

Name: Warren Kurt Higginbotham

Title: President

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Assignee by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Assignee. I further declare under penalty of perjury that the foregoing is true and correct. Executed on December 15, 2014

MVB BANK, INC., as Secured Party

By: 

Name: Louis S. Argento

Title: V.P.

**EXHIBIT A
DESCRIPTION OF RAILCARS**

See Attached

Three Pocket Open Top Hoppers

1993 Built 286,000 GRW

1	COGX	14005
2	COGX	14008
3	COGX	14000
4	COGX	14001
5	COGX	14002
6	COGX	14003
7	COGX	14004
8	COGX	14006
9	COGX	14007
10	COGX	14009
11	COGX	14010
12	COGX	14011
13	COGX	14012
14	COGX	14013
15	COGX	14014
16	COGX	14015
17	COGX	14016
18	COGX	14017
19	COGX	14018
20	COGX	14019
21	COGX	14020
22	COGX	14021
23	COGX	14022
24	COGX	14023
25	COGX	14024
26	COGX	14025
27	COGX	14026
28	COGX	14027
29	COGX	14028
30	COGX	14029
31	COGX	14030
32	COGX	14031

1977 Built 263,000 GRW

96	COGX	99010
97	COGX	99014
98	COGX	99017
99	COGX	99020
100	COGX	99042
101	COGX	99048
102	COGX	99054
103	COGX	98004
104	COGX	99001
105	COGX	99002
106	COGX	99003
107	COGX	99006
108	COGX	99007
109	COGX	99008
110	COGX	99011
111	COGX	99013
112	COGX	99015
113	COGX	99016
114	COGX	99018
115	COGX	99022
116	COGX	99023
117	COGX	99024
118	COGX	99025
119	COGX	99026
120	COGX	99027
121	COGX	99029
122	COGX	99031
123	COGX	99032
124	COGX	99033
125	COGX	99034
126	COGX	99035
127	COGX	99036

33	COGX	14032
34	COGX	14033
35	COGX	14034
36	COGX	14035
37	COGX	14036
38	COGX	14037
39	COGX	14038
40	COGX	14039
41	COGX	14040
42	COGX	14041
43	COGX	14042
44	COGX	14043
45	COGX	14044
46	COGX	14045
47	COGX	14046
48	COGX	14047
49	COGX	14048
50	COGX	14049
51	COGX	14050
52	COGX	14051
53	COGX	14052
54	COGX	14053
55	COGX	14054
56	COGX	14055
57	COGX	14056
58	COGX	14057
59	COGX	14058
60	COGX	14059
61	COGX	14060
62	COGX	14061
63	COGX	14062
64	COGX	14063
65	COGX	14064
66	COGX	14065
67	COGX	14066
68	COGX	14067

128	COGX	99037
129	COGX	99038
130	COGX	99039
131	COGX	99044
132	COGX	99046
133	COGX	99047
134	COGX	99049
135	COGX	99050
136	COGX	99052
137	COGX	99053
138	COGX	98001
139	COGX	98007
140	COGX	98008
141	COGX	98009
142	COGX	98010
143	COGX	98014
144	COGX	98018
145	COGX	98019
146	COGX	98025
147	COGX	98029
148	COGX	98031
149	COGX	98037
150	COGX	98042
151	COGX	98045
152	COGX	98053
153	COGX	98060
154	COGX	98062
155	COGX	98063
156	COGX	98065
157	COGX	98066
158	COGX	98072
159	COGX	98080
160	COGX	98083
161	COGX	98084
162	COGX	98088
163	COGX	98068

69	COGX	14068
70	COGX	14069
71	COGX	14070
72	COGX	14071
73	COGX	14072
74	COGX	14073
75	COGX	14074
76	COGX	14075
77	COGX	14076
78	COGX	14077
79	COGX	14078
80	COGX	14079
81	COGX	14080
82	COGX	14081
83	COGX	14082
84	COGX	14083
85	COGX	14084
86	COGX	14085
87	COGX	14086
88	COGX	14087
89	COGX	14088
90	COGX	14089
91	COGX	14090
92	COGX	14091
93	COGX	14092
94	COGX	14093
95	COGX	14094

164	COGX	98092
165	COGX	99045
166	COGX	98012
167	COGX	98013
168	COGX	98057
169	COGX	98085
170	COGX	98021
171	COGX	98050
172	COGX	98070
173	COGX	98034
174	COGX	98090
175	COGX	98003
176	COGX	98067
177	COGX	98035
178	COGX	98044
179	COGX	99004
180	COGX	98047
181	COGX	98049
182	COGX	98005
183	COGX	98069
184	COGX	99030
185	COGX	99040
186	COGX	98033
187	COGX	98061
188	COGX	98046
189	COGX	98040
190	COGX	98048
191	COGX	98087
192	COGX	98022
193	COGX	313
194	COGX	2012
195	COGX	315
196	COGX	319
197	COGX	321
198	COGX	322
199	COGX	312

200	COGX	316
201	COGX	318
202	COGX	314
203	COGX	317
204	COGX	323
205	COGX	310
206	COGX	311
207	COGX	159
208	COGX	320

EXHIBIT B
SECURITY AGREEMENT

See Attached



0000900611-500101704011212141635

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer LSA	Initials
\$6,000,000.00	12-15-2014	06-15-2020	900611-5001				CSA

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Appalachian Tank Car Services, Inc. (TIN: 47-1280756)
737 Eleanor Industrial Park
Eleanor, WV 25070

Lender: MVB Bank, Inc
Charleston Branch
400 Washington St, East
Charleston, WV 25301

Grantor: Rail Connection, Inc (TIN: 35-2163995)
737 Eleanor Industrial Park
Eleanor, WV 25070

THIS COMMERCIAL SECURITY AGREEMENT dated December 15, 2014, is made and executed among Rail Connection, Inc ("Grantor"); Appalachian Tank Car Services, Inc. ("Borrower"); and MVB Bank, Inc ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All right title and interest in the following Railcar collateral per Attachment "A"

Assignment of Lease to Globe Metallurgical Inc dated 4/14/2014 per Attachment "B"

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment and other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any Trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (B) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address



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**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 900611-5001

Page 2

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. This includes making sure Lender is shown as the first and only security interest holder on the title covering the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.



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**COMMERCIAL SECURITY AGREEMENT
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any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the West Virginia Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this



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**COMMERCIAL SECURITY AGREEMENT
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Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of West Virginia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Kanawha County, State of West Virginia.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Appalachian Tank Car Services, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or



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**COMMERCIAL SECURITY AGREEMENT
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Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means MVB Bank, Inc, its successors and assigns.

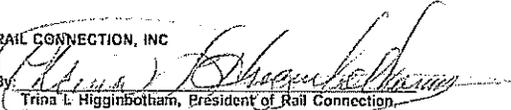
Note. The word "Note" means the Note dated December 15, 2014 and executed by Appalachian Tank Car Services, Inc. in the principal amount of \$6,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 15, 2014.

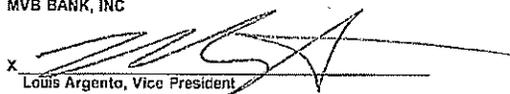
GRANTOR:

RAIL CONNECTION, INC
By 
Trina L. Higginbotham, President of Rail Connection Inc

BORROWER:

APPALACHIAN TANK CAR SERVICES, INC.
By 
Warren K. Higginbotham, President of Appalachian Tank Car Services, Inc.

LENDER:

MVB BANK, INC
X 
Louis Argento, Vice President

Three Pocket Open Top Hoppers

1993 Built 286,000 GRW

1	COGX	14005
2	COGX	14008
3	COGX	14000
4	COGX	14001
5	COGX	14002
6	COGX	14003
7	COGX	14004
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9	COGX	14007
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27	COGX	14026
28	COGX	14027
29	COGX	14028
30	COGX	14029
31	COGX	14030
32	COGX	14031

1977 Built 263,000 GRW

96	COGX	99010
97	COGX	99014
98	COGX	99017
99	COGX	99020
100	COGX	99042
101	COGX	99048
102	COGX	99054
103	COGX	98004
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182	COGX	98005
183	COGX	98069
184	COGX	99030
185	COGX	99040
186	COGX	98033
187	COGX	98061
188	COGX	98046
189	COGX	98040
190	COGX	98048
191	COGX	98087
192	COGX	98022
193	COGX	313
194	COGX	2012
195	COGX	315
196	COGX	319
197	COGX	321
198	COGX	322
199	COGX	312

200	COGX	316
201	COGX	318
202	COGX	314
203	COGX	317
204	COGX	323
205	COGX	310
206	COGX	311
207	COGX	159
208	COGX	320