

LAW OFFICES
GEBHARDT & SMITH
NINTH FLOOR
THE WORLD TRADE CENTER
BALTIMORE, MARYLAND 21202

(301) 752-5830

TELECOPIER (301) 659-9482

WRITER'S DIRECT DIAL
NUMBER: (301) 385-5060

1 5366
RECORDATION NO. _____ Filed 1425

NOV 4 1987-2 45 PM

INTERSTATE COMMERCE COMMISSION

November 4, 1987

HAND-DELIVERY

Interstate Commerce Commission
12th Street & Constitution
Ave., N.W.
Washington, D.C. 20423
Atten: Mildred Lee, Room 2303

1 5366 A
RECORDATION NO. _____ Filed 1425

NOV 4 1987-2 45 PM

INTERSTATE COMMERCE COMMISSION

Date: 11/4/87
Fee: 20.00
ICC Washington, D.C.

Dear Ms. Lee:

I have enclosed herein an original and one (1) notarized copy of a Purchase Agreement and a Loan and Security Agreement to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The names and addresses of the parties to each of the documents are as follows:

Purchase Agreement

Seller: Evans Railcar Leasing Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

Purchaser: United States Rail Services, Inc.
615 Battery Street
San Francisco, California 94111

Other

Parties: Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201

Evans Transportation Company
450 E. Devon
Suite 300
Itasca, Illinois 60143

Handwritten notes:
S. H. G.
Tracy
G. Gebhardt

GEBHARDT & SMITH

Interstate Commerce Commission

November 4, 1987

Page 2

Loan and Security Agreement

Debtor: U.S. Rail Services
615 Battery Street
San Francisco, California 94119

Secured

Party: Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201

A description of the equipment covered by the documents is attached hereto as Exhibit "A."

I am enclosing herein a check in the amount of \$20.00 for the filing fees related to the above-referenced two (2) documents.

I would appreciate your returning the original documents to me upon completion of the registration.

Thank you for your assistance in this matter.

Sincerely,



Louis J. Ebert

LJE/rp

Enclosures

6253j.1et

EXHIBIT E

1 5366/A
RECORDED NO. FILED 125

NOV 4 1987 -2 45 PM

INTERSTATE COMMERCE COMMISSION

**LOAN AND
SECURITY AGREEMENT**

between

UNITED STATES RAIL SERVICES, INC.

and

EQUITABLE BANK, NATIONAL ASSOCIATION

Dated as of: August 1, 1987

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT ("AGREEMENT") is made as of this 1st day of August, 1987 between Equitable Bank, National Association (the "BANK"), a national banking association with its principal place of business at 100 S. Charles Street, Baltimore, Maryland 21201 and United States Rail Services, Inc., the ("BORROWER"), a California corporation, with its principal place of business at 615 Battery Street, San Francisco, California 94119.

Recitals

WHEREAS, the BORROWER has agreed to purchase 306 railroad cars, as listed on Exhibit "A" attached hereto ("CARS") pursuant to the terms of a Purchase Agreement ("PURCHASE AGREEMENT") dated as of August 1, 1987 among the BANK, the BORROWER, Evans Railcar Leasing Company ("EVANS") and Evans Transportation Company wherein EVANS shall transfer the CARS to the BORROWER and the BORROWER shall pay the BANK for the CARS; and

WHEREAS, the BORROWER has applied to the BANK for a term loan facility ("LOAN") to finance its acquisition of the CARS; and

WHEREAS, the BANK is willing to provide the requested credit accommodation to the BORROWER upon the terms and conditions of this AGREEMENT, and upon the granting by the

BORROWER to the BANK of the security interests, liens, and other assurances of payment provided for in this AGREEMENT; and

WHEREAS, the BANK and the BORROWER have entered into this AGREEMENT to accomplish the above-described transactions.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the premises, the covenants and agreements of the parties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Section 1. DEFINITIONS. All capitalized terms not otherwise defined in this AGREEMENT shall have the meanings assigned to them in the PURCHASE AGREEMENT, which PURCHASE AGREEMENT is incorporated by reference herein in its entirety, unless some other meaning is apparent from the context in which it is used.

Section 2. TERMS AND PURPOSE OF THE LOAN.

Section 2.1. Principal Amount. Subject to the terms and conditions stated herein and the continued satisfaction of all conditions necessary for disbursement, the BANK agrees to extend to the BORROWER a credit facility pursuant to which it shall make advances to the BORROWER, as described in Paragraph four (4) of the NOTE ("ADVANCE"), in the aggregate principal

amount of up to Five Million Five Hundred Seventy Five Thousand Dollars (\$5,575,000.00).

Section 2.2. Interest And Repayment. The LOAN shall bear interest and be repaid in accordance with the stated terms and conditions of the NOTE.

Section 2.3. Purpose. The proceeds of the LOAN shall be used solely for the purpose of the acquisition of the CARS and the ASSIGNED LEASES.

Section 2.4. Procedure. Immediately prior to the DELIVERY of a CAR, BORROWER shall execute an EQUIPMENT ACCEPTANCE RECEIPT in the form attached hereto as Exhibit "B." The execution of such EQUIPMENT ACCEPTANCE RECEIPT shall be deemed to constitute a requisition for an advance under this AGREEMENT. The BANK is hereby authorized to make an ADVANCE under the NOTE and this AGREEMENT upon DELIVERY of each CAR to BORROWER by EVANS, and to attach the EQUIPMENT ACCEPTANCE RECEIPT to this AGREEMENT as a SCHEDULE hereto.

Section 3. SECURITY FOR THE LOAN

The repayment of the NOTE, the satisfaction of all other sums at any time due or owing from or required to be paid by the BORROWER under this AGREEMENT or the PURCHASE AGREEMENT, the performance and observance of all covenants and agreements in the NOTE, PURCHASE AGREEMENT and this AGREEMENT and all other obligations of the BORROWER under any other agreements with the BANK pursuant to the PURCHASE AGREEMENT (collectively, the

"OBLIGATIONS") shall be secured by the following described security interests, liens, assignments and pledges:

Section 3.1. Grant of Security Interest. The BORROWER hereby assigns to the BANK all of the BORROWER'S right, title, and interest in and to, and grants to the BANK a continuing security interest in and to all of the following property of the BORROWER or in which the BORROWER has any rights, wherever located, whether now owned or hereafter acquired by the BORROWER, together with all substitutions therefor, and all replacements and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto (the "MORTGAGED PROPERTY"):

(a) The 306 CARS described in Exhibit "A" attached hereto;

(b) All accessories, equipment, parts and appurtenances appertaining or attached to any of the CARS hereinabove described, whether now owned or hereafter acquired, and all of substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said CARS, including all additions thereto which are now or shall hereafter be incorporated therein;

(c) All CASUALTY PAYMENTS relating to the CARS;

(d) All leases relating to the CARS, including the ASSIGNED LEASES ("LEASES"), together with the right to all payments due or to become due under the LEASES and any renewals or extensions thereof, whether as rent, late charges, damages,

insurance payments, termination payments, loss payments, indemnities or otherwise, any and all proceeds of the LEASES (as proceeds are defined by the Uniform Commercial Code), and any renewals or extensions thereof, together with all of the rights and remedies of BORROWER to enforce, collect and receive any and all of the foregoing sums ("RENTS").

(e) All "RECORDS" relating to the above items (a), (b), (c) and (d). The term "RECORDS" shall mean correspondence, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary, computer or machine language.

In addition to the previously described kinds and types of property owned by the BORROWER, the BORROWER hereby assigns, transfers and sets over to the BANK all of the BORROWER'S right, title and interest in and to, and grants to the BANK a continuing security interest in the ESCROW ACCOUNT.

Section 3.2. Future Advances. The security interests granted by the BORROWER to the BANK hereunder shall secure all current and all future advances made by the BANK to the BORROWER, or for the account or benefit of the BORROWER, pursuant to the PURCHASE AGREEMENT or this AGREEMENT and any such advancement shall be fully secured by the security interests created by this AGREEMENT.

Section 3.3. Subject to PRIOR LIENS. The security interest granted herein shall be subject and subordinate to the PRIOR LIENS.

Section 4. REPRESENTATIONS, COVENANTS and WARRANTIES.

4.1. Good Standing; Binding Obligations. BORROWER is a duly and validly organized and existing corporation in good standing under the laws of the State of California. BORROWER has full power and authority to execute and deliver this AGREEMENT and all other instruments and documents executed and delivered in connection with or relating to this AGREEMENT and the transactions contemplated hereby and to consummate the transactions contemplated hereby. This AGREEMENT and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate and other action of BORROWER, and this AGREEMENT has been duly executed and delivered by, and constitutes the legal, valid and binding obligations of BORROWER. There is no action, suit or proceedings pending against BORROWER and no law or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by BORROWER of this AGREEMENT. No giving of notice to, registration with or taking any action in respect of or by any federal, state or local governmental body is required and no governmental authorization or approval is required for the execution and delivery of this AGREEMENT or for the validity and enforceability thereof. No approval of, or consent from, any other third party is required for the execution, delivery or performance by BORROWER of this AGREEMENT.

4.2. Inconsistent Agreements. The execution, delivery and performance by BORROWER of this AGREEMENT and the transactions contemplated hereby do not contravene, violate or conflict with any provisions of the articles of incorporation or by-laws of BORROWER or any order, writ, injunction, decree, rule or regulation of any court, administrative agency or any other governmental authority applicable to BORROWER, and do not conflict with and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent not heretofore obtained under the terms of any credit agreement, lease, guaranty, document, agreement or instrument to which BORROWER is a party, by which BORROWER or its property is or may be bound, or to which BORROWER or its property may be subject, and will not result in the creation of any lien, charge or encumbrance on the CARS or be in violation of or go beyond the authority conferred by BORROWER'S articles of incorporation or by-laws.

4.3. Further Assurances. BORROWER agrees, at the request of the BANK, to execute and deliver such documents, instruments and agreements as reasonably may be required to evidence, perfect and maintain the priority of the lien created by this AGREEMENT (the "BANK'S SECOND LIEN"), including any subordination or other security agreements and any financing statements in form acceptable for recording in any appropriate jurisdiction. Furthermore, BORROWER hereby irrevocably grants a

power of attorney, coupled with an interest, to BANK to execute on behalf of BORROWER any and all documents described in this sub-section 4.3.

4.4. Good Title. The BORROWER is the owner, has good title to and is lawfully seized and possessed of the MORTGAGED PROPERTY in existence and has or will so have good right, full power and authority to convey, transfer and mortgage the same to the BANK, and such MORTGAGED PROPERTY is free from any and all liens and encumbrances except the PRIOR LIENS. The BORROWER shall warrant and defend such title thereto against all claims and demands whatsoever.

4.5. Filing. The BORROWER shall promptly cause this AGREEMENT and each supplement or amendment hereto to be duly filed and recorded with the Interstate Commerce Commission in accordance with section 11303 of Title 49 of the United States Code. The BORROWER will do, execute, acknowledge, deliver, file, register and record all and every further acts, deeds, conveyances, transfers and assurances requested by the BANK which are necessary or proper for the better assuring, conveying, assigning and confirming unto the BANK of all of the MORTGAGED PROPERTY or property intended so to be, whether now owned or hereafter acquired.

4.6. Payments. The BORROWER shall promptly pay the NOTE and the OBLIGATIONS hereby secured as and when the same or any part thereof becomes due (whether by lapse of time, acceleration, demand or otherwise), and may prepay any part or

all of the OBLIGATIONS without any penalty imposed by the holder of the NOTE.

4.7. Maintenance of CARS. Subject to the rights of the lessees under the LEASES ("LESSEES"), the BORROWER shall cause the CARS and each and every part thereof to be maintained, preserved and kept in safe and good repair, working order and condition and acceptable for use in interchange, and will from time to time make or cause to be made all necessary and proper repairs, renewals, and replacements so that the value and efficiency of the CARS shall not be impaired.

4.8. Taxes. The BORROWER shall from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments and governmental charges lawfully imposed upon or against the MORTGAGED PROPERTY or any part thereof, and shall not suffer to exist any mechanics', laborers', statutory or other liens on the CARS or any part thereof; provided, however, that nothing herein contained shall be deemed to require the BORROWER to pay any tax, assessment, charge or lien, or any claim or demand of mechanics, laborers or other, prior to the due date thereof, or to require the BORROWER to pay or discharge any tax, assessment, lien, claim or charge (whether or not due or delinquent), the validity or amount of which is being contested in good faith by appropriate proceedings and which has been adequately reserved against; provided, however, that the BORROWER shall pay or discharge such tax, assessments, lien, claim or charge if seizure of the CARS is imminent.

4.9. LEASES. True and accurate copies of all LEASES, and all amendments thereto, shall be provided to the BANK within five (5) business days of their execution. The BORROWER shall at its own expense duly comply with and perform all the covenants and obligations of the BORROWER under the LEASES and will at its own expense seek to cause the LESSEES to comply with and observe all of the terms and conditions of the LEASES and, without limiting the foregoing, at the request of the BANK, the BORROWER will at its own expense take such action with respect to the enforcement of the LEASES, and the duties and obligations of the LESSEES thereunder, as the BANK may from time to time direct. Notwithstanding anything to the contrary in this AGREEMENT contained, so long as BORROWER is not in default hereunder, BORROWER shall have the right, without the BANK'S prior consent, to amend, modify and terminate any of the LEASES and to settle, adjust, compound and compromise any claims of the BORROWER against any of the LESSEES thereunder. The BANK shall have the right to receive all rentals and other sums from time to time payable on account of the LEASES, provided that unless and until an EVENT OF DEFAULT under Section 6 has occurred and is continuing, the BORROWER shall have a license to collect all rentals and other sums from time to time payable on account of the LEASES. BORROWER at its sole cost and expense will appear and defend every action or proceeding arising under, growing out of or in any manner connected with the obligations, duties or liabilities of BORROWER as lessor under the LEASES.

4.10. Other Liens. The BORROWER shall not, without the prior written consent of the BANK, consent to the creation or existence of any mortgage, security interest or other lien against the MORTGAGED PROPERTY other than the lien hereof and the PRIOR LIENS.

4.11. Advances. If the BORROWER shall fail to observe and perform any of the covenants set forth in this Section 4, the BANK may, but shall not be obligated to, advance sums to, and may, perform the same, and all advances made by the BANK shall, with interest thereon at the rate of interest specified in Section 11 of the NOTE ("DEFAULT INTEREST RATE") be added to the OBLIGATIONS and shall be payable forthwith; but no such act or expenditure by the BANK shall relieve the BORROWER from the consequence of any default.

4.12. Possession of Mortgaged Property. It shall be lawful for the BORROWER to retain possession of the MORTGAGED PROPERTY, and at its own expense to keep and use the same, until an EVENT OF DEFAULT, as hereinafter defined, shall occur hereunder.

4.13. Other Acts. BORROWER shall from time to time do all such acts and execute all such instruments of further assurance as shall be necessary to execute for the purpose of fully carrying out and effectuating this AGREEMENT and the intent hereof, including, but not limited to, promptly filing with the Interstate Commerce Commission an amendment hereto with respect to any LEASE which at any time is added to or substituted for any

LEASE which is part of the MORTGAGED PROPERTY, if such filing is necessary to perfect the BANK'S security interest.

4.14. Examine Books. The BORROWER shall permit the BANK to examine its RECORDS with respect to the MORTGAGED PROPERTY during regular business hours upon reasonable notice to the BORROWER.

Section 5. CASUALTY OCCURRENCES.

5.1. Notice. In the event that any CAR is DESTROYED during the term of this AGREEMENT, BORROWER shall immediately notify the BANK in writing of such, which notice shall also inform the BANK in detail of what claims have been made by BORROWER to receive a CASUALTY PAYMENT. All CASUALTY PAYMENTS in respect of such DESTROYED CAR received by the BORROWER or eligible to be received by the BORROWER shall be paid to the BANK in accordance with Section 13.02 (a) of the PURCHASE AGREEMENT and such Section shall govern the disbursement of such funds.

5.2. TBT Payments. In the event that a CAR is DESTROYED, BORROWER shall also furnish to the BANK proof in writing that it has made the payment required under the TBT AGREEMENTS, if such DESTROYED CAR was subject to one of the TBT AGREEMENTS.

5.3. Damaged Cars. If any CAR is damaged but not DESTROYED, BORROWER shall be obligated to repair such CAR or cause such CAR to be repaired promptly in accordance with Section 4.7 herein.

Section 6. Default and Remedies.

6.1. Events of Default. The following shall constitute an event of default ("EVENT OF DEFAULT") under this AGREEMENT:

(a) If BORROWER shall default in the due and punctual payment of any sum due under the NOTE, this AGREEMENT or any of its OBLIGATIONS to the BANK;

(b) If BORROWER shall default in the performance of any of the provisions of this AGREEMENT, other than provisions relating to the payment of amounts referred to in clause (a) of this Section 6, which default shall continue for ten (10) business days after written notice of default from the BANK or if such default cannot reasonably be cured within ten (10) business days, the failure of BORROWER to commence attempts to cure such default within ten (10) business days or to diligently continue to attempt to cure such default;

(c) If there shall be an EVENT OF DEFAULT by BORROWER under the PURCHASE AGREEMENT;

(d) If BORROWER shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition in bankruptcy, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statutes, law or regulations, or shall seek or consent to or acquiesce in the appointment of any trustee, or shall make any general assignment for the benefit of creditors, or shall admit

in writing its inability to pay its debts generally as they become due;

(e) If a petition shall be filed against BORROWER seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statutes, laws or regulations, and such petition shall remain undismissed or unstayed for an aggregate of ninety (90) days (whether or not consecutive), or if any trustee, receiver or liquidator of either party is appointed, which appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days) whether or not consecutive);

(f) If any representation or warranty made by BORROWER or made in any statement or certificate furnished or required hereunder, or in connection with the execution and delivery of this AGREEMENT proves untrue in any material respect as of the date of the issuance or making thereof;

6.2. Remedies. When any such EVENT OF DEFAULT has occurred and is continuing, the BANK may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The BANK may, upon the occurrence of an EVENT of DEFAULT under Section 6.1(a), (b), (c) or (f), by

notice in writing to the BORROWER, declare the entire unpaid balance of the NOTE to be immediately due and payable, and thereupon all of such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable; provided, however, that upon the occurrence of a default under Section 6.1(d) and (e), the entire unpaid balance of the NOTE, together with all accrued interest thereon, shall be and become immediately due and payable without notice by the BANK;

(b) Subject always to then existing rights, if any, of the LESSEES under the LEASES, the BANK, personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the MORTGAGED PROPERTY, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter upon any of the premises of the BORROWER, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep, assemble and store the same, or use and operate the same until sold; it being understood, without limiting the foregoing, that the BANK may, and is hereby given the right and authority to, keep and store said MORTGAGED PROPERTY, or any part thereof at the expense of the BORROWER, on

the premises of the BORROWER, and that the BANK shall not thereby be deemed to have surrendered, or to have failed to take, possession of the such MORTGAGED PROPERTY;

(c) Subject always to then existing rights, if any, of the LESSEES, the BANK may, if at the time such action is lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession, and either before or after taking possession, and without instituting any legal proceedings whatsoever and having first given notice of such sale by registered mail to the BORROWER once at least 10 days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of said MORTGAGED PROPERTY, or any part thereof, at public auction or private sale, to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the BANK may determine, and at any place (whether or not if be the location of the MORTGAGED PROPERTY or any part thereof) designated in the notice referred to above. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice; and the BANK or holder or holders of the NOTE,

or of any interest therein, may bid and become the purchaser at any such sale;

(d) The BANK may proceed to protect and enforce this AGREEMENT and the NOTE by suit or suits or proceedings, consistent with Article 21 of the PURCHASE AGREEMENT, except to the extent that it determines in its sole judgment, that under applicable state law judicial proceedings are required in which case it may proceed in equity, at law or in bankruptcy or reorganization proceedings, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the MORTGAGED PROPERTY or any part thereof, or for the recovery of judgment for the indebtedness hereby secured, or for the enforcement of any other proper legal or equitable remedy available under applicable law;

(e) The BANK may proceed to exercise in respect of the LEASES and the property covered thereby and the duties, obligations and liabilities of the LESSEES thereunder, all rights, privileges and remedies in said LEASES or by applicable law permitted or provided to be exercised by the BORROWER, including but not limited to the right to receive and collect all RENTS and other

monies due or to become due thereunder and may exercise all such rights and remedies either in the name of the BANK or in the name of the BORROWER for the use and benefit of the BANK; and

(f) The BANK may sell the rentals reserved under the LEASES, and all right, title and interest of the BANK with respect thereto, at public auction or private sale and either for cash or on credit, the BANK to give the BORROWER ten (10) days' prior written notice of the time and place of holding any such sale, and provided always that the BANK shall also comply with any applicable mandatory legal requirements in connection with such sale.

6.3. Proceeds from Sale of MORTGAGED PROPERTY. If the BANK shall be receiving or shall have received monies under the LEASES pursuant hereto, or if proceedings have been commenced for the sale of the MORTGAGED PROPERTY, then all sums so received and the purchase money proceeds and avails of any sale of the MORTGAGED PROPERTY or any part thereof, and the proceeds and avails of any other remedy hereunder, or other realization of the security hereby given, and the proceeds of any sale pursuant to subparagraph section 6.2(f) hereof, shall be applied:

(a) First, to the payment of the costs and expenses of the sale, proceedings or other realization, including all costs and expenses and charges for pursuing, searching for, removing, keeping, storing,

advertising and selling such MORTGAGED PROPERTY and the reasonable fees and expenses of the attorneys and agents of the BANK in connection therewith, and to the payment of all taxes, assessments or similar liens on the MORTGAGED PROPERTY which may at that time be superior to the BANK'S SECOND LIEN (unless such sale or other realization is made subject to any such superior liens);

(b) Second, to the payment of all advances made by the BANK hereunder or pursuant to the PURCHASE AGREEMENT, together with all interest thereon;

(c) Third, to the payment of the whole amount remaining unpaid on the NOTE, both for principal, interest, expenses, including but not limited to, attorneys fees, and to the payment of any other OBLIGATIONS of the BORROWER hereunder or secured hereby, so far as such proceeds may reach; and

(d) Fourth, to the payment of the surplus, if any, to the BORROWER or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

6.4. Miscellaneous Provisions Relating to Remedies.

(a) Upon any conveyance, assignment or transfer under this Section 6.2 of the AGREEMENT, the BANK shall have the power to execute and deliver to the accepted purchaser or purchasers a bill of sale or other instruments conveying, assigning and

transferring the MORTGAGED PROPERTY sold, which bill of sale is as good and sufficient as the bill of sale or other instruments by which the BORROWER acquired the MORTGAGED PROPERTY. The BANK hereby is irrevocably appointed the true and lawful attorneys of the BORROWER, in its name and stead to make all such conveyances, assignment and transfers of the MORTGAGED PROPERTY; and, for that purpose, the BANK may execute all requisite deeds and instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the BORROWER hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof which is in conformity with this AGREEMENT, the PURCHASE AGREEMENT and applicable law, to the extent not waived hereunder. Nevertheless, the BORROWER shall, if so requested by the BANK, promptly ratify and confirm any conveyance, assignment or transfer by executing and delivering to the BANK or to such purchaser or purchasers all such instruments as may be requested by the BANK. In addition, the BORROWER shall, if so requested by the BANK, promptly execute and deliver to the BANK such deeds, instruments of assignment and other documents as the BANK may deem necessary or appropriate to enable the BANK or any agent or representative designated by the BANK to obtain possession of all or any portion or portions of the MORTGAGED PROPERTY to enjoy the benefits of any other right or remedy hereunder, subject to the terms of this AGREEMENT.

(b) Effect of Sale. Any conveyance, assignment or transfer made under or by virtue of this AGREEMENT, whether under the power of sale herein granted and conferred or under or by virtue of judicial proceedings, shall operate to divest all estate, right, title, interest, claim and demand whatsoever, either at law or in equity, of the BORROWER of, in and to the MORTGAGED PROPERTY so conveyed, assigned or transferred, and shall be a perpetual bar, both at law and in equity, against the BORROWER, its successors and assigns, and against any and all persons claiming or to claim the MORTGAGED PROPERTY conveyed, assigned or transferred, from, through or under the BORROWER, its successors or assigns.

(c) Purchaser Discharged. The receipt by the BANK of the consideration paid at any such conveyance, assignment or transfer shall be a sufficient discharge therefor to any purchaser of the MORTGAGED PROPERTY; and no such purchaser or his representatives, grantees or assigns, after paying such consideration and receiving such receipt, shall be bound to see to the application of such consideration or any part thereof upon or for any trust or purpose of this AGREEMENT, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such consideration or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(d) MORTGAGED PROPERTY in More Than One County. The BORROWER, for itself and all persons claiming under or through

it, to the fullest extent allowed by applicable law, hereby agrees that, if any MORTGAGED PROPERTY proposed to be conveyed, assigned or transferred hereunder should be situated in two or more counties or judicial districts, the BANK shall have full power in connection with such conveyance, assignment or sale to select in which county or judicial district any or all such MORTGAGED PROPERTY shall be conveyed, assigned or transferred.

(e) Delay Not Waiver. No delay or omission of the BANK to exercise any right or power accruing upon any EVENT OF DEFAULT shall impair any such right or power or shall be construed to be a waiver of any such EVENT OF DEFAULT, or an acquiescence therein; and every power and remedy given by this AGREEMENT may be exercised from time to time, and as often as may be deemed expedient, by the BANK.

(f) Abandonment Not Waiver. In the event that the BANK shall have proceeded to enforce any right under this AGREEMENT by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the BANK, then, and in every such case, the BORROWER and the BANK shall severally and respectively be restored to their former positions and rights hereunder in respect of the MORTGAGED PROPERTY, and all rights, remedies and powers of the BANK and of the BORROWER shall continue as though no such proceedings had been taken.

(g) Right to Buy at Sale. To the fullest extent allowed by applicable law, the BANK or any other person entitled to the benefit of any of the obligations may be a purchaser of the MORTGAGED PROPERTY or any part thereof or any interest therein at any sale or otherwise. The BANK may apply against the purchase price therefor the amount then due in respect of the OBLIGATIONS. The BANK or any such person shall, upon any such purchase, acquire good title to the property so purchased, free of the BANK'S SECOND LIEN.

(h) Appointment of Receiver. The BANK shall, as a matter of right, be entitled to the appointment of a receiver (who may be the BANK or any successor or nominee thereof) for all or any part of the MORTGAGED PROPERTY, whether such receivership be incidental to a proposed sale of MORTGAGED PROPERTY or the taking of possession thereof or otherwise, and the BORROWER hereby consents to the appointment of such a receiver and will not oppose any such appointment. Any such receiver appointed for all or any part of the MORTGAGED PROPERTY shall be entitled to exercise all the rights and powers with respect to the MORTGAGED PROPERTY to the extent instructed to do so by the BANK.

(i) Right of the BANK To Perform the BORROWER'S Covenants. If the BORROWER shall fail to make any payment or perform any act required to be made or performed hereunder or under the PURCHASE AGREEMENT, the BANK, upon notice to the BORROWER and expiration of any applicable grace period (except in cases of emergency that threatens bodily injury or material

damage to property, in which case the BORROWER waives such notice and grace period, if any, as is reasonable in the circumstances), but without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the BORROWER, and, to the extent permitted by applicable law, may enter unto and upon the MORTGAGED PROPERTY for such purpose and take all such action thereon as, in the BANK'S opinion, may be necessary or appropriate therefore, subject to the rights of the LESSEES. All sums so paid by the BANK and all reasonable costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the DEFAULT INTEREST RATE from the date of payment or incurring of the expense until paid, shall constitute additional OBLIGATIONS secured by this AGREEMENT and shall be paid by the BORROWER to the BANK upon demand therefor.

(j) Remedies Cumulative. Each right, power and remedy of the BANK provided for in this AGREEMENT or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this AGREEMENT or now or hereafter existing at law or in equity or by statute (including, without limitation, the applicable Uniform Commercial Code or other commercial law) or otherwise, and the exercise or beginning of the exercise by the BANK of any one or more of the rights, powers or remedies provided for in this AGREEMENT or now or

hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or late exercise by the BANK of any or all of such other rights, powers or remedies.

(k) Limitations on Remedies and Other Rights; Liability for Exercise of Remedies and Other Rights.

Notwithstanding any provision of this AGREEMENT, the remedies and other rights specified hereunder are subject to the rights, if any, of the LESSEES and the TBT PURCHASERS. The BANK shall be under no liability for or by reason of any taking of possession, entry, renewal or holding, operation or management of the MORTGAGED PROPERTY or exercise of any other remedy or right hereunder, except for its gross negligence or willful misconduct.

(l) The BORROWER shall pay all reasonable attorney's fees and expenses which the BANK may incur as a result or in consequence of the happening of an EVENT OF DEFAULT, even if the EVENT OF DEFAULT is subsequently cured and the LOAN is placed in good standing.

Section 7. LEASES and RENTS.

(a) Assignment. The pledge of LEASES AND RENTS contained above shall be fully operative without any further action on the part of the BORROWER or the BANK and shall, in the EVENT OF DEFAULT, entitle the BANK to all RENTS whether or not the BANK takes possession of any of the CARS. The BORROWER hereby further grants to the BANK the right (i) to enter upon and take possession of the CARS for the purpose of collecting the RENTS (ii) to dispossess by the usual summary proceedings any

LESSEE, tenant or other obligor defaulting in the payment thereof to the BANK, (iii) to let or re-let the CARS or any part thereof, and (iv) to apply the RENTS, after payment of all necessary changes and expenses, toward payment of the OBLIGATIONS in such priority and proportions as the BANK, in its discretion, shall deem proper, or to the operation, maintenance and repair of the CARS, in each case whether or not sale or foreclosure has been instituted. Such assignment and grant shall continue in effect until the OBLIGATIONS have been fully paid and shall be cumulative of all other rights and remedies available to the BANK under this AGREEMENT or otherwise. The foregoing provisions shall constitute an absolute and present assignment of the LEASES AND RENTS to the Bank, subject, however, to the conditional permission given to the BORROWER to collect the RENTS until the occurrence of an EVENT OF DEFAULT.

(b) Payment of RENTS. The BORROWER hereby irrevocably authorizes and directs each LESSEE upon receipt of notice from the BANK that an EVENT OF DEFAULT has occurred, to pay directly to, or as directed by the BANK, all RENTS accruing or due under its LEASE from and after the receipt of such notice. The BORROWER agrees that the LESSEE or other person shall have the right to rely upon the notice from the BANK, and shall pay such RENT to or as directed by the BANK without any obligation to inquire into the actual existence of any EVENT OF DEFAULT claimed by the BANK, and notwithstanding any notice from or contrary by the BORROWER, and the BORROWER shall have no right or claim

'against such LESSEES or other person for any RENT so paid to the BANK. Such RENT shall continue to be paid to the BANK unless and until the EVENT OF DEFAULT which gave rise to the termination of the BORROWER'S conditional permission to collect the RENTS is cured to the satisfaction of the BANK or until the OBLIGATIONS are paid in full. Following an EVENT OF DEFAULT, the BANK shall enjoy all the benefits and be entitled (but shall not be obligated) to exercise all rights of the lessor under the LEASES, including but not limited to rights of amendment and termination. In the event any such EVENT OF DEFAULT is cured as aforesaid, the Bank shall direct each LESSEE or other person by written notice to resume the payment of RENT accruing due under its LEASE directly to the BORROWER from and after such LESSEE'S or other person's receipt of such notice from the BANK.

(c) Enforcement of LEASES. The BORROWER at its expense shall enforce the LEASES in accordance with their terms. Neither this AGREEMENT nor any action or inaction on the part of the BANK shall release any LESSEE or other person or the BORROWER from any of their respective obligations under the LEASES or constitute an assumption of any such obligation on the part of the BANK. No action or failure to act on the part of the BORROWER shall adversely affect or limit the rights of the BANK under this AGREEMENT, or through this AGREEMENT, under the LEASES.

(d) Further Assurances. During the term hereof, all rights, powers and privileges of the BANK herein set forth are

coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the BORROWER shall not take any action under the LEASES or otherwise which is inconsistent with this AGREEMENT or any of the terms hereof. The BORROWER shall, from time to time, upon request of the BANK, execute all instruments and further assurances and all supplemental instruments and take all such action as the BANK from time to time may reasonably request in order to perfect, preserve and protect the interests being assigned to the BANK hereby. The BANK hereby agrees that it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the LEASES in any manner which would violate this AGREEMENT. If the LEASES shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

(e) No Obligations. Nothing contained herein shall operate or be construed to: (i) obligate the BANK to perform any of the terms, covenants or conditions contained in the LEASES or otherwise to impose any obligation upon the BANK with respect to the LEASES (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the LEASES in the event that any lessee or other person shall have been joined as a party defendant in any action by which the estate or interest of such or other person shall be terminated), or (ii)

place upon the BANK any responsibility for the operation, control, care, management or repair of the CARS.

Section 8. INSURANCE. The BORROWER'S insurance obligations shall be governed by Section 11.01 (a) of the PURCHASE AGREEMENT. In the EVENT OF DEFAULT by BORROWER under this AGREEMENT, BORROWER shall continue to be bound by the same requirements as contained in Section 11.01 (a) of the PURCHASE AGREEMENT.

Section 9. MISCELLANEOUS.

9.1. Stamp and Other Taxes. The BORROWER shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes of any state or subdivision thereof, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason of this AGREEMENT, the indebtedness or any instrument or transaction affecting or relating to any thereof and in default thereof. The BANK may advance the same and the amount so advanced shall be payable by the BORROWER to the BANK upon demand therefor, together with interest thereon at the DEFAULT INTEREST RATE.

9.2. Expenses of the BANK.

(a) If any action, suit or other proceeding affecting the MORTGAGED PROPERTY or any part thereof shall be commenced, in which action, suit or proceeding the BANK is made a party or participates or in which the right to use the MORTGAGED PROPERTY or any part thereof is threatened, or in which it becomes

necessary in the reasonable judgment of the BANK to defend or uphold its security interest and the other rights of the BANK created by this AGREEMENT, then all reasonable amounts paid or incurred by the BANK for the expense of such action, suit or other proceeding or to protect its rights therein (whether or not it is made or becomes a party thereto) or otherwise to enforce or defend its security interest and such rights created by this AGREEMENT, shall be paid by the BORROWER upon demand together with interest at the DEFAULT INTEREST RATE from the date of the payment or incurring thereof, and any such amount and the interest thereon shall be a lien on the MORTGAGED PROPERTY, prior to any right, or right to, interest in, or claim upon the MORTGAGED PROPERTY attaching or accruing subsequent to or otherwise subordinate to the BANK'S SECOND LIEN, and the same shall be deemed to be secured hereby. All other amounts paid, advanced or incurred by the BANK in order to secure and protect its security interest or other security and rights provided hereunder shall be a like lien on the MORTGAGED PROPERTY and be deemed to be part of the OBLIGATIONS.

(b) If there is an EVENT OF DEFAULT by BORROWER under this AGREEMENT or the NOTE, and the NOTE is placed in the hands of counsel for collection of any amount payable hereunder or thereunder or for the enforcement of any of the provisions hereof or thereof, the BORROWER agrees to pay all reasonable costs associated therewith incurred by the BANK including reasonable attorneys fees, either with or without the institution of an

action, suit or other proceeding, in addition to all costs, disbursements and allowances provided by law, all such costs to be paid upon demand, together with interest thereon at the DEFAULT INTEREST RATE from the date of notice or incurring thereof, and the same shall be deemed to be part of the OBLIGATIONS secured hereby.

9.3. Expenses of Disposition and Collateral. The BORROWER shall reimburse the BANK, within 10 days after demand, for all reasonable expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the MORTGAGED PROPERTY and which are incurred or paid by the BANK, including, without limitation, all reasonable attorneys' fees, legal expenses and costs, and all such expenses shall be added to the OBLIGATIONS and shall be secured hereby.

9.4. Termination. If all the OBLIGATIONS shall be paid, performed and discharged in full, the BANK shall forthwith cause satisfaction and discharge of this AGREEMENT to be entered upon the record at the expense of the BORROWER and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate, of this AGREEMENT, the BANK'S FIRST LIEN and the JUDGMENT LIEN as the latter relates to the CARS subject to this AGREEMENT, and this AGREEMENT shall become void and all powers and appointments granted herein shall cease and determine.

Otherwise, this AGREEMENT shall remain and continue in full force and effect.

9.5. Notices. Notices given hereunder shall be in writing and shall be deemed to have been adequately given, unless otherwise specifically provided in this AGREEMENT, five days after deposited in the U.S. mails, postage prepaid or if delivered personally, by telegram, telex, facsimile or overnight courier service, upon receipt. Such notices shall be addressed to:

If to BORROWER: David A. Summers, President
U.S. Rail Services, Inc.
P.O. Box 3985
San Francisco, CA 94119
Telecopier Number: (415) 627-9412

With a Copy to: Kathleen H. Dunbar, Esq.
733 Front Street
San Francisco, CA 94111
Telecopier Number: (415) 627-9412

If to BANK: Equitable Bank, National
Association
100 South Charles Street
Baltimore, Maryland 21201
Atten: Michael J. Fina
Telecopier Number: (301) 547-5689

With a Copy to: Louis J. Ebert, Esq.
Gebhardt & Smith
World Trade Center, 9th Floor
Baltimore, Maryland 21201
Telecopier Number: (301) 659-9482

9.6. Exhibits. All Exhibits described in this AGREEMENT will be deemed to be incorporated herein and made a part of this AGREEMENT.

9.7 Captions. Captions and section endings set forth herein are for convenience of reference only and will not in any

manner be deemed to limit or restrict the context of the article or section to which they relate.

9.8. Modifications. No modification or waiver of any provision of this AGREEMENT, and no consent by any of the parties to any departure by another party therefrom shall in any event be effective unless the same shall be in writing signed by both of the parties hereto and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

9.9. Invalidity. If any term, provision or condition, or any part thereof, of this AGREEMENT shall for any reason be found or held invalid or unenforceable by any court, arbitration or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition and this AGREEMENT shall survive and be construed as if such invalid or unenforceable term, provision or condition, had not been contained therein.

9.10. Applicable Law. This AGREEMENT is entered into within, and will be governed by and interpreted in accordance with the laws of the State of Maryland.

9.11. Entire Agreement. This AGREEMENT supersedes all prior understandings, representations, negotiations and correspondence between the parties hereto with respect to the transaction contemplated herein and shall not in any manner be supplemented, amended or modified except by a written instrument

executed on behalf of the parties hereto by their duly authorized representative of even date herewith or subsequent hereto.

9.12. Execution. This AGREEMENT may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart. Although this AGREEMENT is dated, for convenience, as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgements hereto annexed.

9.13. Successors and Assigns. The terms and provisions of this AGREEMENT shall inure to the benefit of the BANK and the holders from time to time of the NOTE. This AGREEMENT shall be binding upon the parties and the holders of the NOTE and their respective successors and assigns. The BORROWER may not, without prior written consent of the BANK, assign any of its rights or obligations hereunder.

9.14. Further Assurances. The BORROWER agrees to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other action as may be required to effectively carry out the transactions contemplated herein.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed, this AGREEMENT under seal as of the date first written above.

EXHIBIT A

| Number of Cars | Type Built | Lot Number | Lessee | Date Built | Car Numbers |
|-------------------|-----------------|---------------|-----------------------------------|---------------|---|
| 100 | Gondolas | 1919-01 | Illinois Central Gulf Railroad | 1981 | ICG 246850-246949 |
| 25 | Bulkhead Flats | 2023-12 | McCloud River | 1981 | FRDN 6025-6049 |
| 22 | Bulkhead Flats | 1948-00 | Williamina & Grand Ronde | 1981 | FRDN 6000-6005; 6007-6015; 6018-6024 |
| 24 | Bulkheads Flats | 1975-00,02 | Columbia & Silver Creek | 1982 | CLSL 2800-2808; 2810-2824 |
| 50 | XM Boxes | 2001-04 | Oklahoma Kansas & Texas | 1982 | OKKT 700000-700049 |
| 10 | XL Boxes | 1929-00 | Maine Central | 1980 | LMAC 1003; 1032; 1043; 1048; 1053; 1057; 1061; 1064; 1065; 1069 |
| 4 | XL Boxes | 1929-00 | Storage | 1980 | MRCX 1019; 1027; 1046; 1074 |
| 6 | XL Boxes | 2116-06 | Columbus & Greenville | 1980 | CAGY 901-906 |
| 3 | Covered Hoppers | 1609-03 | Storage | 1980 | USLX 26744; 26745; 26748 |
| 2 | Covered Hoppers | 2161-19 | General Chemical | 1980 | USLX 26743; 26747 |
| 1 | Covered Hoppers | 2088-07 | Canadian Pacific | 1980 | USLX 26746 |
| 25 | Tanks | 1942-00 | Rohm & Haas | 1981 | USLX 21945-21969 |
| 10 | Tanks | 1989-02 | Riceland Foods | 1982 | USLX 21843; 22117; 22119; 22141; 22166; 22171; 22211; 22219; 22225; 22226 |
| 1 | Tanks | 1775-16 | Air Products | 1982 | ERLX 122 |
| 1 | Tanks | 2133-01 | Bunge | 1981 | ERLX 123 |

| Number of Cars | Type Built | Lot Number | Lessee | Date Built | Car Numbers |
|-------------------|---------------|---------------|----------------------|---------------|---|
| 2 | Tanks | 2110-02 | GAF | 1982 | ERLX 129; USLX 21841 |
| 1 | Tank | 1995-02 | Carolina By-Products | 1981 | ERLX 124 |
| 3 | Tanks | 2162-01, 02 | Universal Oil | 1981 | ERLX 128; USLX 21834; 22223 |
| 3 | Tanks | 1575-19 | FMC | 1980 | ERLX 120; 121; 126 |
| 3 | Tanks | 1575-20 | FMC | 1982 | USLX 22106; 22127; 22136 |
| 8 | Tanks | 2100-07, 10 | Ciba-Geigy | 1982 | ERLX 125; USLX 21845; 22118; 22135; 22138; 22173; 22196; 22220 |
| 2 | Tanks | 2008-17 | Storage | 1981 | ERLX 127; USLX 22029 |

EXHIBIT "B"

EQUIPMENT ACCEPTANCE RECEIPT NO.: _____

UNITED STATES RAIL SERVICES, INC. (the "BUYER") does hereby accept DELIVERY of those CARS listed on Schedule "A" attached hereto from EVANS RAILCAR LEASING COMPANY (the "SELLER") pursuant to the Purchase Agreement ("PURCHASE AGREEMENT") dated as of August 1, 1987, between the SELLER, BUYER, Equitable Bank, National Association (the "BANK") and Evans Transportation Company, such DELIVERY having been made at _____ at _____ (A.M./P.M.) on the ___ day of _____, 198__.

BUYER has inspected and hereby accepts the CARS.

By executing this EQUIPMENT ACCEPTANCE RECEIPT No.: _____ BUYER hereby authorizes the BANK to make an ADVANCE, as defined in the NOTE, to BUYER under the NOTE and BUYER'S SECURITY AGREEMENT in an amount equal to the "Total Price" listed in Schedule "A" attached hereto.

BUYER represents and warrants that it currently is not in default of the PURCHASE AGREEMENT and knows of no condition or event which, with the passage of time, notice, or both, will result in a violation of any covenant, representation or warranty contained in the PURCHASE AGREEMENT or BUYER'S SECURITY AGREEMENT or otherwise render the BUYER in default of the PURCHASE AGREEMENT.

All capitalized terms used herein shall have the meanings as are ascribed to them in the PURCHASE AGREEMENT.

BUYER hereby confirms its previous grant to the BANK of a security interest in the CARS listed in Schedule "A" attached hereto as security for its OBLIGATIONS to the BANK under the PURCHASE AGREEMENT, the NOTE and the BUYER'S SECURITY AGREEMENT.

UNITED STATES RAIL SERVICES, INC.

By: _____

Receipt of this EQUIPMENT ACCEPTANCE RECEIPT No.: _____ is hereby acknowledged on this ___ day of _____ 198__..

EVANS RAILCAR LEASING COMPANY

By: _____

SCHEDULE "A" TO
EQUIPMENT ACCEPTANCE RECEIPT

| <u>Number of</u> <u>CARS</u> | <u>Type of</u> <u>CAR</u> | <u>CAR</u> <u>Number(s)</u> | <u>CAR PURCHASE</u> <u>PRICE</u> |
|---------------------------------|------------------------------|--------------------------------|-------------------------------------|
|---------------------------------|------------------------------|--------------------------------|-------------------------------------|

TOTAL PRICE _____

6253 . aus