

0100470026

**DONELAN, CLEARY, WOOD & MASER, P.C.**

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December 30, 1994

The Honorable Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

DEC 30 1994  
DEC 30 1994

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11303(a) and the regulations thereunder are executed counterparts of a Reimbursement Security Agreement between Rail Co. VI, a Delaware corporation ("Debtor") and BOT Financial Corporation, a Delaware corporation ("Secured Party"), a primary document not previously recorded, dated as of May 15, 1994.

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

- DEBTOR: Rail Co. VI  
1209 Orange Street  
Wilmington, Delaware 19801
- SECURED PARTY: BOT Financial Corporation  
125 Summer Street  
Boston, Massachusetts 02110

A general description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

The undersigned is the attorney-in-fact for purposes of this filing. Please return the extra copies of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 750, 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, or to the bearer hereof.

*Counterparts - J.K. Maser*

DONELAN, CLEARY, WOOD & MASER, P.C.

Letter to Secretary Vernon A. Williams  
December 30, 1994  
Page 2

Also enclosed is a remittance in the amount of \$21.00 for the required recording fee.

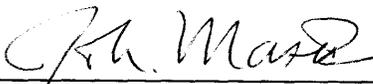
A short summary of the document to appear in the index follows:

Reimbursement Security Agreement between Rail Co. VI, as Debtor, and BOT Financial Corporation, as Secured Party, dated as of May 15, 1994, covering four hundred four (404) aluminum bodied covered hopper cars bearing identification numbers CLSX1001 through CLSX1404.

Very truly yours,

RAIL CO. VI  
BOT FINANCIAL CORPORATION

By:

  
\_\_\_\_\_  
John/K. Maser III  
*Attorney-In-Fact*

*Attachment*  
1200-140

## SCHEDULE I

### New Marks and Identification Numbers

Four hundred four (404) aluminum bodied covered hopper cars with gravity type rack-and-pinion discharge gates and countinuous through hatch roof opening having 4,750 cubic foot capacity, 286,000 pound gross load weight capacity, built by Transco Railway Products and to be remanufactured by Progress Rail Services Corporation and bearing identification numbers CLSX 1001 through CLSX 1404.

### Original and Subsequent Marks and Identification Numbers

From a series of four hundred eight (408) units originally and subsequently identified, as follows:

Original Marks and Numbers	Subsequent Marks and Numbers
SDD 70451	SDD 70451
SDD 70453	CLSX 70453
SDD 70455	CLSX 70455
SDD 70457	CLSX 70457
SDD 70459	CLSX 70459
SDD 70461	SDD 70461
SDD 70463	SDD 70463
SDD 70465	CLSX 70465
SDD 70467	CLSX 70467
SDD 70469	SDD 70469
SDD 70475	SDD 70475
SDD 70477	SDD 70477
SDD 70479	CLSX 70479
SDD 70481	SDD 70481
SDD 70487	SDD 70487
SDD 70489	CLSX 70489
SDD 70491	CLSX 70491
SDD 70493	SDD 70493
SDD 70497	SDD 70497
SDD 70499	SDD 70499
SDD 70501	CLSX 70501
SDD 70503	CLSX 70503
SDD 70505	SDD 70505
SDD 70507	SDD 70507

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70509	S00	70509
S00	70511	CLSX	70511
S00	70515	S00	70515
S00	70517	S00	70517
S00	70519	S00	70519
S00	70521	S00	70521
S00	70523	S00	70523
S00	70525	CLSX	70525
S00	70527	S00	70527
S00	70529	CLSX	70529
S00	70531	S00	70531
S00	70533	S00	70533
S00	70537	CLSX	70537
S00	70539	S00	70539
S00	70541	S00	70541
S00	70543	CLSX	70543
S00	70547	S00	70547
S00	70549	S00	70549
S00	70551	S00	70551
S00	70553	CLSX	70553
S00	70561	CLSX	70561
S00	70563	CLSX	70563
S00	70565	S00	70565
S00	70567	CLSX	70567
S00	70569	CLSX	70569
S00	70571	S00	70571
S00	70575	S00	70575
S00	70577	CLSX	70577
S00	70581	S00	70581
S00	70585	S00	70585
S00	70587	CLSX	70587
S00	70589	CLSX	70589
S00	70591	S00	70591
S00	70593	CLSX	70593
S00	70597	S00	70597
S00	70599	S00	70599
S00	70603	S00	70603
S00	70605	CLSX	70605
S00	70607	CLSX	70607
S00	70609	S00	70609
S00	70611	CLSX	70611
S00	70617	CLSX	70617
S00	70619	CLSX	70619
S00	70621	CLSX	70621
S00	70623	CLSX	70623
S00	70629	CLSX	70629
S00	70631	CLSX	70631
S00	70633	S00	70633

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70641	CLSX	70641
S00	70643	S00	70643
S00	70645	CLSX	70645
S00	70647	S00	70647
S00	70649	S00	70649
S00	70651	CLSX	70651
S00	70653	S00	70653
S00	70655	CLSX	70655
S00	70659	S00	70659
S00	70661	CLSX	70661
S00	70663	CLSX	70663
S00	70665	S00	70665
S00	70667	CLSX	70667
S00	70669	CLSX	70669
S00	70671	S00	70671
S00	70673	S00	70673
S00	70675	CLSX	70675
S00	70677	CLSX	70677
S00	70679	CLSX	70679
S00	70683	CLSX	70683
S00	70685	S00	70685
S00	70687	CLSX	70687
S00	70689	S00	70689
S00	70695	S00	70695
S00	70699	S00	70699
S00	70701	CLSX	70701
S00	70703	CLSX	70703
S00	70705	S00	70705
S00	70707	S00	70707
S00	70709	S00	70709
S00	70711	CLSX	70711
S00	70715	S00	70715
S00	70721	S00	70721
S00	70725	S00	70725
S00	70727	S00	70727
S00	70729	CLSX	70729
S00	70731	CLSX	70731
S00	70735	S00	70735
S00	70737	CLSX	70737
S00	70739	CLSX	70739
S00	70741	CLSX	70741
S00	70743	CLSX	70743
S00	70747	S00	70747
S00	70749	CLSX	70749
S00	70751	S00	70751
S00	70753	S00	70753
S00	70759	CLSX	70759

**Original Marks  
and Numbers**

**Subsequent Marks  
and Numbers**

S00	70761	S00	70761
S00	70763	S00	70763
S00	70767	CLSX	70767
S00	70769	CLSX	70769
S00	70771	S00	70771
S00	70773	S00	70773
S00	70775	CLSX	70775
S00	70777	CLSX	70777
S00	70779	S00	70779
S00	70780	S00	70780
S00	70785	CLSX	70785
S00	70791	CLSX	70791
S00	70793	CLSX	70793
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S00	70801	S00	70801
S00	70803	CLSX	70803
S00	70807	S00	70807
S00	70809	CLSX	70809
S00	70811	S00	70811
S00	70813	CLSX	70813
S00	70817	S00	70817
S00	70819	S00	70819
S00	70821	S00	70821
S00	70823	CLSX	70823
S00	70825	S00	70825
S00	70827	CLSX	70827
S00	70831	CLSX	70831
S00	70833	CLSX	70833
S00	70835	S00	70835
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S00	70847	S00	70847
S00	70849	CLSX	70849
S00	70851	S00	70851
S00	70853	S00	70853
S00	70855	CLSX	70855
S00	70857	S00	70857
S00	70859	CLSX	70859
S00	70861	CLSX	70861
S00	70863	CLSX	70863
S00	70865	S00	70865
S00	70867	CLSX	70867
S00	70871	CLSX	70871
S00	70873	S00	70873
S00	70875	CLSX	70875

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70879	CLSX	70879
S00	70881	CLSX	70881
S00	70883	CLSX	70883
S00	70885	CLSX	70885
S00	70887	S00	70887
S00	70889	CLSX	70889
S00	70891	S00	70891
S00	70893	CLSX	70893
S00	70895	CLSX	70895
S00	70897	S00	70897
S00	70899	CLSX	70899
S00	70901	CLSX	70901
S00	70903	S00	70903
S00	70905	S00	70905
S00	70907	CLSX	70907
S00	70909	S00	70909
S00	70911	CLSX	70911
S00	70913	S00	70913
S00	70915	CLSX	70915
S00	70917	S00	70917
S00	70919	S00	70919
S00	70921	S00	70921
S00	70923	CLSX	70923
S00	70925	CLSX	70925
S00	70927	CLSX	70927
S00	70929	S00	70929
S00	70931	S00	70931
S00	70933	CLSX	70933
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S00	70937	CLSX	70937
S00	70939	CLSX	70939
S00	70941	CLSX	70941
S00	70943	CLSX	70943
S00	70945	CLSX	70945
S00	70947	S00	70947
S00	70949	S00	70949
S00	70951	CLSX	70951
S00	70953	S00	70953
S00	70955	S00	70955
S00	70957	S00	70957
S00	70959	CLSX	70959
S00	70961	S00	70961
S00	70963	CLSX	70963
S00	70965	CLSX	70965
S00	70967	CLSX	70967
S00	70969	S00	70969
S00	70971	CLSX	70971
S00	70973	S00	70973
S00	70975	CLSX	70975
S00	70977	S00	70977
S00	70979	S00	70979
S00	70981	S00	70981

Original Marks and Numbers		Subsequent Marks and Numbers	
S00	70987	CLSx	70987
S00	70989	CLSx	70989
S00	70991	S00	70991
S00	70997	S00	70997
S00	70999	CLSx	70999
S00	71001	S00	71001
S00	71003	CLSx	71003
S00	71009	S00	71009
S00	71013	CLSx	71013
S00	71015	CLSx	71015
S00	71017	S00	71017
S00	71019	CLSx	71019
S00	71021	CLSx	71021
S00	71023	S00	71023
S00	71025	CLSx	71025
S00	71027	S00	71027
S00	71029	CLSx	71029
S00	71033	S00	71033
S00	71035	S00	71035
S00	71037	CLSx	71037
S00	71041	S00	71041
S00	71043	CLSx	71043
S00	71047	CLSx	71047
S00	71049	CLSx	71049
S00	71051	CLSx	71051
S00	71053	CLSx	71053
S00	71057	S00	71057
S00	71059	S00	71059
S00	71061	CLSx	71061
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S00	71071	S00	71071
S00	71075	S00	71075
S00	71079	S00	71079
S00	71081	CLSx	71081
S00	71083	S00	71083
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S00	71089	S00	71089
S00	71091	CLSx	71091
S00	71093	S00	71093
S00	71095	CLSx	71095
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S00	71103	CLSx	71103
S00	71105	CLSx	71105
S00	71107	S00	71107
S00	71109	S00	71109
S00	71111	S00	71111
S00	71113	S00	71113
S00	71115	CLSx	71115

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	71121	S00	71121
S00	71123	S00	71123
S00	71127	S00	71127
S00	71129	S00	71129
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S00	71139	CLSX	71139
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S00	71145	CLSX	71145
S00	71147	CLSX	71147
S00	71149	CLSX	71149
S00	71151	S00	71151
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S00	71155	S00	71155
S00	71157	S00	71157
S00	71159	CLSX	71159
S00	71161	S00	71161
S00	71163	CLSX	71163
S00	71165	CLSX	71165
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S00	71177	S00	71177
S00	71179	CLSX	71179
S00	71181	S00	71181
S00	71183	S00	71183
S00	71185	S00	71185
S00	71187	CLSX	71187
S00	71191	CLSX	71191
S00	71193	S00	71193
S00	71195	CLSX	71195
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S00	71203	S00	71203
S00	71205	CLSX	71205
S00	71207	CLSX	71207
S00	71209	CLSX	71209
S00	71211	S00	71211
S00	71213	CLSX	71213
S00	71217	S00	71217
S00	71219	S00	71219
S00	71221	CLSX	71221
S00	71223	CLSX	71223
S00	71225	CLSX	71225

Original Marks  
and NumbersSubsequent Marks  
and Numbers

S00	71233	CLSX	71233
S00	71235	CLSX	71235
S00	71237	CLSX	71237
S00	71239	CLSX	71239
S00	71243	CLSX	71243
S00	71247	CLSX	71247
S00	71249	CLSX	71249
S00	71253	CLSX	71253
S00	71255	CLSX	71255
S00	71257	CLSX	71257
S00	71261	CLSX	71261
S00	71265	CLSX	71265
S00	71269	CLSX	71269
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S00	71279	CLSX	71279
S00	71281	CLSX	71281
S00	71283	CLSX	71283
S00	71285	CLSX	71285
S00	71287	CLSX	71287
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S00	71337	CLSX	71337
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S00	71347	CLSX	71347
S00	71349	CLSX	71349
S00	71351	CLSX	71351
S00	71353	CLSX	71353
S00	71355	CLSX	71355
S00	71357	CLSX	71357

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	71361	CLSX	71361
S00	71363	CLSX	71363
S00	71365	S00	71365
S00	71367	CLSX	71367
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S00	71373	CLSX	71373
S00	71375	CLSX	71375
S00	71377	CLSX	71377
S00	71379	S00	71379
S00	71381	CLSX	71381
S00	71385	CLSX	71385
S00	71391	CLSX	71391
S00	71393	CLSX	71393
S00	71395	S00	71395
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S00	71417	CLSX	71417
S00	71419	CLSX	71419
S00	71421	CLSX	71421
S00	71423	CLSX	71423
S00	71425	CLSX	71425
S00	71427	CLSX	71427
S00	71429	CLSX	71429
S00	71431	CLSX	71431
S00	71433	CLSX	71433
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S00	71439	CLSX	71439
S00	71441	CLSX	71441
S00	71443	CLSX	71443
S00	71445	CLSX	71445
S00	71447	CLSX	71447
S00	71449	CLSX	71449

OFFICE OF THE SECRETARY

12/30/94

John K. Maser III  
Donelan, Cleary, Wood & Maser, PC  
1100 New York Ave., NW., Ste. 750  
Washington, DC. 20005-3934

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/30/94 at 11:00AM, and assigned recordation number(s) 19148.

Sincerely yours,



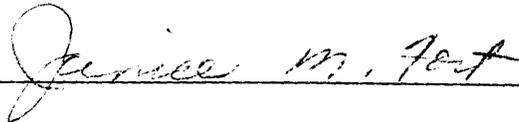
Vernon A. Williams  
Secretary

Enclosure(s)

(0100470026)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



REIMBURSEMENT SECURITY AGREEMENT

This Reimbursement Security Agreement is made as of May 15, 1994 between RAIL CO. VI (the "Debtor"), a Delaware corporation, with its principal place of business at 1209 Orange Street, Wilmington, Delaware 19801 and BOT FINANCIAL CORPORATION (the "LC Issuer"), a Delaware corporation, with its principal place of business at 125 Summer Street, Boston, Massachusetts 02110.

WITNESSETH:

WHEREAS, LC Issuer and Debtor have entered into a Reimbursement and Remarketing Agreement dated as of the date hereof (the "Reimbursement Agreement") providing for the issuance by LC Issuer of a certain Letter of Credit, and for the reimbursement of any amounts drawn under such Letter of Credit, all as more particularly described in said Reimbursement Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, LC Issuer and Debtor hereby agree as follows:

1. Certain Definitions. The following terms shall have the following respective meanings and, except where the context otherwise requires, shall be equally applicable to both the singular and the plural forms of such terms:

(a) "Bankruptcy Code" means the Bankruptcy Reform Act of 1978, or any successor federal bankruptcy law.

(b) "Collateral" shall have the meaning assigned in Section 2 hereof.

(c) "Debtor" means the Debtor, as defined herein, and its permitted successors and assigns.

(d) "Equipment" means the personal property described in Exhibit A hereto, which is being or will be leased under the Lease, as described in the Lease Supplements.

(e) "Equipment Collateral" shall have the meaning assigned in Section 2.1 hereof.

(f) "Event of Default" means any of the events set forth in Section 6.1 hereof.

(g) "Excluded Amounts" means (a) all proceeds of liability and property damage insurance owing or payable to Debtor for its own account pursuant to any insurance policies maintained under Section 17(b) of the Lease or under any Subsequent Lease, and (b)

any indemnities or other amounts payable to or in favor of Debtor for its own account under Sections 18 and 19 of the Lease or under corresponding provisions of any Subsequent Lease, and regardless of whether payable in a lump sum or as an addition to, or increase in, Rent or rent due under such Subsequent Lease.

(h) "Excepted Rights" means the right to receive and to demand, collect, sue for or otherwise obtain, compromise or deal with all of the Excluded Amounts.

(i) "LC Issuer" means BOT Financial Corporation, a Delaware corporation.

(j) "Lease" means that certain Equipment Leasing Agreement dated as of the date hereof between Debtor and Lessee, with respect to the Equipment, as the same may be modified, amended or supplemented from time to time in accordance with its terms.

(k) "Lease Default" means an Event of Default under Section 23 of the Lease.

(l) "Lease Supplement" means the Lease Supplement substantially in the form attached to the Lease as Exhibit B thereto, to be executed by Lessee and Debtor with respect to an Unit or Units of Equipment evidencing that such Unit or Units have been unconditionally accepted by Lessee for lease and are leased under, and subject to the terms of, the Lease.

(m) "Lessee" means Cargill, Incorporated, a Delaware corporation, and its permitted successors and assigns.

(n) "Letter of Credit" means the standby Letter of Credit dated as of the Permanent Financing Date (as defined in the Lease) and issued by the LC Issuer.

(o) "Lien" means any lien, mortgage, encumbrance, pledge, charge and security interest of any kind.

(p) "Note Purchase Agreement" means that certain Note Purchase Agreement dated as of the date hereof among Security Trustee, Debtor and Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, as Purchaser, as the same may be modified, amended or supplemented from time to time in accordance with its terms.

(q) "Other Collateral" shall have the meaning assigned in Section 2.2 hereof.

(r) "Overall Transaction" means all of those transactions referred to in, provided for in, or contemplated by, the Principal Documents, including, without limitation, the

manufacture, purchase, refurbishment, remanufacture, ownership, financing, leasing, operation and management of the Equipment.

(s) "Owner's Cost" means the Acquisition Cost of each Unit of Equipment (as the term "Acquisition Cost" is defined in the Lease and subject to adjustment as provided therein) as shown on the invoice or bill of sale rendered by the seller of such Unit and as set forth on the Lease Supplement for such Unit and as adjusted in the Permanent Financing Schedule with respect thereto.

(t) "Owner Lien" means a Lien arising as a result of an independent act of or claim against Debtor which (i) does not result from, or arise out of, the Overall Transaction and is not a Remanufacturer Lien, and (ii) is not a Lien that Lessee is required to remove or indemnify against under any of the Principal Documents.

(u) "Principal Documents" has the meaning set forth in Section 5.1 of the Note Purchase Agreement.

(v) "Reimbursement Agreement" means the Reimbursement and Remarketing Agreement of even date herewith, between Debtor and LC Issuer, as the same may be amended from time to time.

(w) "Reimbursement Obligations" has the meaning assigned to such term in the Reimbursement Agreement.

(x) "Security Agreement" means the Security Agreement dated as of the date hereof between Debtor and Security Trustee.

(y) "Security Trustee" means Wilmington Trust Company and its successors and assigns as Security Trustee under the Security Agreement.

(z) "Subsequent Bill of Sale" means a bill of sale for the Equipment in the form attached to the Remarketing Agreement as Exhibit D.

(aa) "Subsequent Lease Default" means any default under the provisions of a Subsequent Lease.

All other capitalized terms used herein which are not otherwise defined herein shall have the respective meanings assigned to such terms in the Remarketing Agreement.

2. Assignment and Grant of Security Interest. In consideration of the issuance of the Letter of Credit by LC Issuer on the Permanent Financing Date and for the payment by Debtor of the Reimbursement Obligations, and other good and valuable consideration, receipt of which is hereby acknowledged, and to secure the payment and performance of the Reimbursement Obligations, Debtor hereby assigns to LC Issuer, its successors

and assigns, the Other Collateral described in Section 2.2 below and grants to LC Issuer, its successors and assigns, a security interest in the Equipment Collateral and Other Collateral described in Sections 2.1 and 2.2 below (the Equipment Collateral and Other Collateral being herein collectively referred to as the "Collateral"), subject always to the rights of Lessee under the Lease and the rights of the Security Trustee under the Security Agreement:

2.1 Equipment Collateral. All Equipment leased or to be leased to Lessee under the Lease, whether now owned or hereafter acquired by Debtor, and all substitutions, renewals or replacements of and additions, improvements and accessions to, such Equipment, and all proceeds thereof and therefrom, including all sums realized upon the sale or other disposition of such Equipment in a Subsequent Sale or otherwise, all sums due or to become due in connection with the exercise by the Lessee or any Subsequent Lessee of any option, or in connection with any obligation of the Lessee, any Subsequent Lessee or any other party, to purchase such Equipment, and all sums (including insurance proceeds) payable in connection with any loss, damage or destruction of any Unit or Units of Equipment or any early termination or cancellation of the Lease or any Subsequent Lease with respect to such Equipment.

2.2 Other Collateral. The Lease, each Lease Supplement, any Subsequent Lease, all rights, title and interests of Debtor as Debtor thereunder, and all Interim Rent, Basic Rent and Supplemental Payments due or to become due under the Lease and each Lease Supplement and any rent due or to become due under any Subsequent Lease (excluding in each case the Excepted Rights and Excluded Amounts); all assignments of purchase orders or agreements relating to the Equipment or any Unit thereof (and all rights, title and interests of Debtor thereunder) including, without limitation, the Agency Agreement; the Rebuild Agreement and all bills of sale, invoices and other documents (and all rights, title and interests of Debtor thereunder) now or hereafter delivered by the Remanufacturer or the manufacturer or seller with respect to any Unit or Units of Equipment, including (without limitation) any documents transferring any interest in any patent indemnification or any interest in any warranty, together with, in each and every case, all proceeds thereof except for the Excluded Amounts.

3. Covenants, Representations and Warranties of Debtor. Debtor hereby represents and warrants to LC Issuer, and covenants and agrees, as follows:

3.1 Debtor's Authority; No Prior Financing Statements. Debtor has the right, power and authority to assign the Other Collateral and to grant a security interest in the Collateral to LC Issuer for the uses and purposes herein set forth, and there

is no financing statement or other filed or recorded instrument in which the Debtor is named and which the Debtor has signed, as debtor or mortgagor, now on file in any public office covering any of the Collateral excepting the financing statements or other instruments filed or to be filed in respect of and for the security interest provided for herein and in the Security Agreement.

3.2 Further Assurances. Debtor will, upon written request from LC Issuer, at Debtor's expense, do, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, each and every further act, deed, transfer and assurance reasonably necessary or proper for the better assuring, conveying, granting, confirming and perfecting unto LC Issuer its security interest in all of the Collateral, whether now owned or hereafter acquired, and the assignment to LC Issuer of the Other Collateral. Without limiting the generality of the foregoing, Debtor will (a) execute and deliver to LC Issuer an amendment or supplement to this Reimbursement Security Agreement specifying that such Subsequent Lease is included in the Other Collateral and is subject to the lien of this Reimbursement Security Agreement (but any failure to do so shall not release any such Subsequent Lease from such lien); (b) execute and deliver to LC Issuer such financing and continuation statements, or assignments thereof, as LC Issuer may reasonably request in connection with the perfection and continued perfection of LC Issuer's security interest in the Collateral, and (c) notify Lessee and any Subsequent Lessee and any Subsequent Purchaser, of the assignment to LC Issuer of the Collateral and of the granting to LC Issuer of a security interest in the Collateral, and will direct any Subsequent Lessee to make all payments of rent (excepting the Excluded Amounts) directly to LC Issuer, any Subsequent Purchaser to make all payments of Subsequent Sale proceeds directly to LC Issuer by executing and delivering to Lessee and any Subsequent Lessee a notice of assignment, by executing and delivering to any Subsequent Purchaser a notice of assignment in form and substance satisfactory to LC Issuer, and by obtaining from Lessee and any Subsequent Lessee an executed acknowledgment in form and substance satisfactory to LC Issuer.

3.3 Recordation and Filing. Debtor will, at its expense (or at the expense of Lessee) and upon the request of LC Issuer, cause all financing and continuation statements and similar notices required by applicable law to be kept, recorded and filed, at all times until the Reimbursement Obligations have been fully discharged, in such manner and in such places within the United States as may be required by law in order to preserve and protect the rights of LC Issuer hereunder (including, without limitation, the perfection and priority of the security interest of LC Issuer herein granted and the assignment to LC Issuer of the Other Collateral).

3.4 Actions of Debtor in Respect of the Collateral.

3.4.1 Debtor will perform and observe all covenants and agreements on Debtor's part to be performed and observed under the Lease and any Subsequent Lease;

3.4.2 Debtor will, as soon as it has actual knowledge thereof, give LC Issuer prompt written notice of any event or condition constituting a Lease Default, or any default under the Security Agreement or any Subsequent Lease;

3.4.3 Debtor will, at its own cost and expense, promptly take such action as may be necessary to discharge all Owner Liens on any part of the Collateral;

3.4.4 Debtor will not without the prior written consent of LC Issuer, (a) declare or waive any Subsequent Lease Default, or exercise any of the rights or remedies of Debtor under any Subsequent Lease, except that Debtor may exercise the Excepted Rights solely in connection with the enforcement of the payment by Lessee or a Subsequent Lessee of any of the Excluded Amounts and may demand, collect or sue for the Excluded Amounts, or (b) except as otherwise provided in Section 4.1 hereof, enter into any agreement amending or supplementing, or exercise any waiver or modification of the terms of, any of the Principal Documents, or (c) settle or compromise any claim arising under any of the Principal Documents (except to the extent such claim relates solely to the Excluded Amounts or Excepted Rights) or submit or consent to the submission of any dispute, difference or other matter arising under or in respect of any of the Principal Documents (except for disputes, differences or other matters which relate solely to the Excluded Amounts or Excepted Rights), or (d) except to the extent permitted or provided for under any Subsequent Lease on the date of execution thereof (or except as otherwise hereafter approved in writing by LC Issuer), consent to the sublease of any Unit of the Equipment by any Subsequent Lessee, or (e) exercise or grant any consent or approval, whether verbal or in writing, under any of the Principal Documents, except with respect to the Excepted Rights and Excluded Amounts and except as otherwise provided in Section 4.1 hereof, or (f) voluntarily consent to the creation or existence of any Lien (other than the Lien granted by the Security Agreement or by this Reimbursement Security Agreement, the rights of Debtor, Lessee and Assignee under the Lease, and any Remanufacturer Lien during the period prior to the Rebuild Completion Date) upon the leasehold estate created by the Lease or any Subsequent Lease or any part thereof or upon the Collateral or any part thereof, provided, that Debtor shall not be deemed to have breached the covenant in this clause (f) by virtue of the creation or existence of any Lien resulting from or arising out of the Overall Transaction and which is not an Owner Lien.

3.4.5 Debtor has not mortgaged, pledged or hypothecated, and will not, until the Reimbursement Obligations have been fully paid and performed, mortgage, pledge or hypothecate (other than to Security Trustee under the Security Agreement or to LC Issuer hereunder) the Collateral or any part thereof or any of its interests therein, or any amount(s) to be received by it from the use or disposition of the Collateral or any part thereof; Debtor has not sold, assigned or otherwise transferred, and, except to the extent and under the circumstances permitted under Sections 3.4.4(a) and 9.4 hereof or Section 3 of the Reimbursement Agreement, will not, until the Reimbursement Obligations have been fully paid and performed, sell, assign or otherwise transfer (other than to Security Trustee under the Security Agreement or to LC Issuer hereunder) any of the Collateral or any of its title or interests therein; Debtor has not received or collected, and will not accept or collect, any Rent or other amounts from Lessee (except Excluded Amounts), and if so received, shall (except for Excluded Amounts) hold the same in trust for the sole and exclusive benefit of, and shall promptly pay over the same to, Security Trustee while any of the Secured Obligations remain outstanding under the Security Agreement, and thereafter to LC Issuer.

### 3.5 Insurance.

(a) Insurance Against Loss or Damage to Equipment. So long as any Reimbursement Obligations remain outstanding and until the Lien created by this Reimbursement Security Agreement with respect to such Unit shall have been terminated or released, it is agreed that Debtor will maintain in effect insurance policies (with any deductible permitted under the Lease) insuring LC Issuer against the risks of loss, damage or destruction of or to such Unit of Equipment specified in Section 17(a) of the Lease, and in an amount not less than the amount required by said Section 17(a). Such insurance policies shall be in such form, and shall provide such coverages and protection for LC Issuer, as is required pursuant to the provisions of Section 17 of the Lease. Proceeds from such insurance policies shall be applied in the manner set forth in Section 5 hereof.

(b) Insurance Against Public Liability and Property. So long as any Reimbursement Obligations remain outstanding and until the Lien created by this Reimbursement Security Agreement with respect to such Unit shall have been terminated or released, it is agreed that Debtor will maintain in effect insurance policies with respect to such Unit of Equipment insuring LC Issuer against the liability and property damage risks specified in Section 17(b) of the Lease, and in the amounts specified in said Section 17(b). Such insurance policies shall be in such form and shall provide such coverages and protection for LC Issuer as is required pursuant to the provisions of Section 17 of the Lease.

(c) Subsequent Lessee Insurance. The obligations of Debtor under this Section 3.5 shall be deemed fulfilled to the extent fulfilled by any Subsequent Lessee under a Subsequent Lease.

3.6 Advances by LC Issuer. If Debtor shall fail to perform any of Debtor's covenants contained in this Section 3 or in the Lease or any Subsequent Lease, or Lessee or any Subsequent Lessee shall fail to perform any of the respective covenants and agreements contained in the Lease or any Subsequent Lease, LC Issuer may make advances to perform and observe the same in its behalf (giving notice thereof to Debtor prior to or concurrently with the making of any such advance), but shall be under no obligation so to do; and all sums so advanced shall be forthwith repaid by Debtor, and shall bear interest (to the extent lawful) at the rate of twenty percent (20%) per annum until paid, and any such sums advanced shall constitute part of the Reimbursement Obligations; but no such advance shall be deemed to relieve Debtor from any default hereunder, or Lessee or any Subsequent Lessee from any default under the Lease or any Subsequent Lease, respectively.

3.8 Owner Liens. Debtor will keep the Equipment free and clear of all Owner Liens.

#### 4. Use and Release of Collateral.

4.1 Debtor's Shared Rights. (a) So long as any Reimbursement Obligations remain outstanding, Debtor shall be entitled to receive copies of all notices, demands, consents, approvals and waivers which may, from time to time, be given or granted by LC Issuer to any Subsequent Lessee pursuant to the provisions of such Subsequent Lease, (b) if no Reimbursement Obligations shall be outstanding, LC Issuer agrees that it will not agree to any amendment or modification of, or grant any consent, approval or waiver with respect to, any of the terms, conditions or provisions of any of the Principal Documents to which Lessee is or may become a party without also obtaining the agreement of Debtor to such amendment, modification, consent, approval or waiver, and (c) if any Reimbursement Obligations shall be outstanding, LC Issuer agrees that it will not, without also obtaining the agreement of Debtor, agree to any amendment, modification or waiver of any of the provisions of Sections 18 or 19 of the Lease or of corresponding provisions of any Subsequent Lease, the effect of which is to reduce, modify or amend any indemnities payable by Lessee or any Subsequent Lessee to Debtor (except to add additional indemnities by Lessee), or amend the definition of a Lease Default or a Subsequent Lease Default.

4.2 Possession of Equipment; Lessee's Quiet Enjoyment. So long as any Reimbursement Obligations shall be outstanding and no Event of Default shall have occurred and be continuing

hereunder, Debtor shall be permitted to remain in full possession, enjoyment and control of the Equipment and each Unit thereof and to manage, operate and use the same with the rights and franchises appertaining thereto; provided always that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of the Security Agreement and this Reimbursement Security Agreement and the Remarketing Agreement. It is expressly understood that the use and possession of the Equipment by Lessee under and in accordance with the Lease, and the performance by Debtor of its obligations under the Lease, shall not constitute a violation of this Section 4.2. LC Issuer agrees that so long as no Lease Default has occurred and is continuing under the Lease or no Subsequent Lease Default has occurred and is continuing under a Subsequent Lease, LC Issuer will take no action to interfere with Lessee's or any Subsequent Lessee's use and quiet enjoyment of the Equipment.

4.3 Releases of Security Interest. So long as no Event of Default has occurred and is continuing, then upon the payment in full of the Reimbursement Obligations, or upon any payment specified in Section 5.2 or 5.3 hereof and upon payment of all other Reimbursement Obligations, LC Issuer shall execute and deliver to Debtor such instrument or instruments as shall be appropriate (including partial releases of Uniform Commercial Code financing statements) to release from the lien of this Reimbursement Security Agreement that portion of the Equipment Collateral consisting of the Unit or Units of Equipment (including the proceeds thereof) to which such payment was attributable, and that portion of the Other Collateral consisting of documents relating to the title to, and patent indemnification and warranty rights with respect to, such Unit or Units of Equipment and Debtor's rights thereunder, including proceeds. Upon the payment in full of all Reimbursement Obligations, the security interest of LC Issuer in that portion of the Collateral not theretofore released shall terminate and LC Issuer shall execute and deliver such instrument or instruments as shall be appropriate to terminate and evidence such termination, including Uniform Commercial Code termination statements.

4.4 Payments Received by Debtor Released. Any portion of any payment made in accordance with the provisions of the Lease and paid over by LC Issuer to Debtor pursuant to the provisions of Section 5 hereof shall be released from the security interest created hereby at the time of such payment to Debtor without the necessity for the execution of any release or the performance of any other act by LC Issuer, and Debtor shall be entitled to retain such amount free and clear of the security interest created hereby.

5. Application of Rent and other Amounts; Payment of Reimbursement Obligations.

5.1 Application of Rent If No Event of Default. So long as no Event of Default has occurred and is continuing:

(a) so long as the Security Agreement and the Secured Obligations (as defined therein) shall be outstanding, all Interim Rent, Basic Rent and Supplemental Payments, and any payments of Casualty Loss Value, shall be applied as specified in Section 5 of the Security Agreement;

(b) after the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and so long as any Reimbursement Obligations shall be outstanding, any amounts received by LC Issuer which constitute payment of any installment of Renewal Rent under a Subsequent Lease (as well as any interest on overdue installments of such Renewal Rent) shall be paid and applied to the Reimbursement Obligations; and

(c) after the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and so long as any Reimbursement Obligations shall be outstanding, any amounts received by LC Issuer which constitute any amounts due under a Subsequent Lease that do not constitute a payment of rent thereunder (to the extent such other amounts do not constitute a payment of Casualty Loss Value (or the corresponding term of a Subsequent Lease), the application of which is set forth in and governed by Section 5.2 hereof), shall be applied by LC Issuer to the purposes for which such monies were paid pursuant to the Subsequent Lease.

5.2 Mandatory Payment of Reimbursement Obligations.

(a) So long as the Security Agreement and the Secured Obligations (as defined therein) shall be outstanding, on each date under the Lease on which Lessee or any other party makes a payment of Casualty Loss Value (or the corresponding term under a Subsequent Lease), for any Unit of Equipment as to which an Event of Loss (or the corresponding term under a Subsequent Lease) has occurred, such payments shall be paid and applied, shall be applied as specified in Section 5 of the Security Agreement;

(b) After the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and so long as any Reimbursement Obligations shall be outstanding, on each date under a Subsequent Lease on which a Subsequent Lessee or any other party makes a payment of Casualty Loss Value (or the corresponding term under a Subsequent Lease), for any Unit of Equipment as to which an Event of Loss (or the corresponding term under a Subsequent Lease) has occurred, such payments shall be paid and applied to the Reimbursement Obligations with respect to such Unit of Equipment that is equal to the Reimbursement Value (hereinafter defined) of such Unit of Equipment, together with accrued and unpaid interest on the amount so paid. For purposes

of this Section 5.2, the "Reimbursement Value" in respect of any Unit of Equipment, shall be an amount equal to the product of (A) a fraction, the numerator of which is an amount equal to the Owner's Cost of such Unit of Equipment to which such payment relates and the denominator of which is the aggregate Owner's Cost of all Units of Equipment to which the Reimbursement Obligations relate (including the Owner's Cost of such Unit of Equipment to which such payment relates), times (B) the amount of the Reimbursement Obligations being paid immediately prior to such payment (after giving effect to all payments made with respect to such Reimbursement Obligations on such date pursuant to Section 5.1(b) hereof);

(c) After the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and so long as any of the Reimbursement Obligations shall be outstanding, the amounts received by LC Issuer which constitute payments of the Casualty Loss Value (or the equivalent term under a Subsequent Lease) of any Unit of Equipment pursuant to a Subsequent Lease, shall be paid and applied to the Reimbursement Obligations;

(d) So long as any Reimbursement Obligations remain outstanding and if no Event of Default has occurred and is continuing, amounts received by LC Issuer as payment for loss or damage not constituting an Event of Loss under a Subsequent Lease with respect to any Unit of Equipment under any policy of insurance shall be paid to Subsequent Lessee (or to Debtor for payment to Subsequent Lessee) to the extent required under a Subsequent Lease.

5.3 Payments following Subsequent Sale. After the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and provided no Event of Default shall have occurred and be continuing hereunder, the proceeds of any Subsequent Sale of the Collateral, or any part thereof, shall be paid to and applied as follows:

(a) First, to the payment of the costs and expenses of (other than general overhead and internal administrative expense) actually incurred by LC Issuer (and not paid or reimbursed by Lessee or any Subsequent Purchaser) in effecting any such Subsequent Sale, and to any sales taxes or excise taxes on or measured by such Subsequent Sale, and to the payment of all taxes, assessments, liens or security interests superior to the lien of this Reimbursement Security Agreement; and

(b) Second, to the payment or discharge of any unpaid Reimbursement Obligations which arise under or are related to this Reimbursement Security Agreement or the Reimbursement Agreement.

5.4 Payments following Subsequent Lease. After the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, and provided no Event of Default shall have occurred and be continuing hereunder, any Renewal Rents shall be paid to and applied as follows:

(a) First, to the payment of the costs and expenses of (other than general overhead and internal administrative expense) actually incurred by LC Issuer (and not paid or reimbursed by a Subsequent Lessee) in effecting any such Renewal Lease, and to any sales taxes or excise taxes on or measured by such Renewal Rents (to the extent not paid or reimbursed by such Subsequent Lessee) and to the payment of all taxes, assessments, liens or security interests superior to the lien of this Reimbursement Security Agreement; and

(b) Second, to the payment or discharge of any unpaid Reimbursement Obligations which arise under or are related to this Reimbursement Security Agreement or the Reimbursement Agreement.

5.5 Other Payments. After the Secured Obligations shall be paid and the Lien of Security Trustee shall be discharged, so long as any Reimbursement Obligations remain outstanding, any payments received by LC Issuer for which no provision as to the application thereof is made in Sections 5.1 through 5.4 hereof, shall be applied toward the Reimbursement Obligations.

5.6 Application after Event of Default. All payments received and amounts realized by LC Issuer (other than Excluded Amounts) after an Event of Default shall have occurred and be continuing (including, without limitation, any such payments received and amounts realized pursuant to Sections 5.1 through 5.5 hereof), shall be held by LC Issuer as part of the Collateral until such time as no Event of Default shall be continuing hereunder (at which time such funds shall be paid to Debtor) or such funds shall become distributable under Section 6.3 hereof.

6. Defaults and Remedies.

6.1 Events of Default. Any of the following events or conditions shall constitute an Event of Default hereunder:

(a) default in payment of any of the Reimbursement Obligations when and as the same shall become due and payable pursuant to the Reimbursement and Remarketing Agreement, and such default shall continue unremedied for five (5) calendar days; or

(b) default in the due observance or performance by Debtor of any covenant or agreement to be observed or performed by Debtor under this Reimbursement Security Agreement or the

Reimbursement Agreement, and such default shall continue unremedied for ten (10) calendar days after receipt by Debtor of written notice thereof from LC Issuer; or

(c) any representation or warranty made by Debtor herein or in any of the other Principal Documents, shall prove to be untrue in any material respect as of the date of the issuance or making thereof; or

(d) Debtor shall (i) be adjudicated insolvent or a bankrupt, or cease, be unable, or admit in writing its inability to pay its debts as they mature, or make a general assignment for the benefit of, or enter into any composition or arrangement with, creditors, or (ii) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of it or of a substantial part of its property, or authorize such application, or (iii) file (or consent to or authorize the filing of) a voluntary petition in bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction; or

(f) a petition for the appointment of a receiver, trustee, custodian or liquidator of Debtor or for a substantial part of its property shall be filed or instituted against Debtor, or a petition in bankruptcy, reorganization in bankruptcy, arrangement, readjustment of debt, insolvency, dissolution, moratorium or other similar law of any jurisdiction, shall be filed or instituted against Debtor, and shall continue undismissed or undischarged for a period of sixty (60) calendar days, or Debtor's corporate existence shall cease.

6.2 Remedies. Debtor agrees that when an Event of Default has occurred and is continuing, LC Issuer shall have the rights, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code in effect in each jurisdiction where the Collateral or any part thereof is located, and, without limiting the foregoing, LC Issuer may (but subject always to the provisions of Section 7 hereof and subject to the rights of Lessee under the Lease and the rights of Security Trustee under the Security Agreement) exercise any or all of the rights and powers and pursue any and all of the remedies available to it under the Lease and may exercise one or more or all, and in any order, of the remedies hereinafter set forth:

(a) LC Issuer may, by notice in writing to Debtor, declare the entire amount of the Reimbursement Obligations to be immediately due and payable; and thereupon all such Reimbursement Obligations shall be immediately due and payable;

(b) LC Issuer 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 Collateral or any portion thereof and for that purpose may pursue the same wherever it may be found and may enter any of the premises of the Debtor and Lessee (to the extent not prohibited by the Lease), with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate, or lease the same until sold and may otherwise exercise any and all of the rights and powers of Debtor in respect thereof;

(c) LC Issuer may, if at the time such action may be lawful (and always subject to compliance with any mandatory legal requirements), either with or without taking possession, 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 Debtor once at least ten (10) calendar days prior to the date of such sale, and any other notice which may be required by law, sell and dispose of the Collateral or any part thereof at public auction(s) to the highest bidder, or at a private sale(s), in one lot as an entirety or in several lots, and either for cash or for credit and on such terms as LC Issuer may determine, and at any place (whether or not it is the location of the Collateral or any part thereof) designated in the notice above referred to. 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 notice, and LC Issuer may bid and become the purchaser at any such sale;

(d) LC Issuer may proceed to protect and enforce this Reimbursement Security Agreement by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained, or execution or aid of any power herein granted, or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral, or any part thereof, or for the enforcement of any proper legal or equitable remedy available under applicable law.

(e) At the request of LC Issuer, Debtor shall promptly execute and deliver to LC Issuer such documents as LC Issuer may deem necessary or advisable to enable LC Issuer or an agent or representative designated by LC Issuer, at such time or times and place or places as LC Issuer may specify, to obtain possession of all or any part of the Collateral which LC Issuer shall at the time be entitled to thereunder. If Debtor shall for any reason fail to execute and deliver such document after such request by LC Issuer LC Issuer may (i) obtain a judgment conferring on LC Issuer the right to immediate possession of the Collateral and requiring Debtor to execute and deliver such documents to LC Issuer, and (ii) pursue all or part of such Collateral wherever it may be found and may enter upon the premises of Lessee to the

extent permitted by the Lease, wherever such Collateral may be or is supposed to be and search for such Collateral and take possession of and remove such Collateral. All expenses incurred by LC Issuer, or by any or its agents or representative, of obtaining such judgment or of pursuing searching for and taking such property shall, until paid be secured by the lien of this Reimbursement Security Agreement.

(f) Upon every such taking of possession, LC Issuer may, from time to time, at the expense of the Collateral, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Collateral, as it may deem proper. In each such case, LC Issuer shall have the right to maintain, use, operate, store, lease, control or manage the Collateral and to carry on the business and to exercise all rights and powers of Debtor relating to the Collateral as LC Issuer shall deem best, including the right to enter into any and all such agreements with respect to the maintenance, insurance, use, operation, storage, leasing, control, management or disposition of the Collateral or any part thereof as LC Issuer may determine; and LC Issuer shall be entitled to collect and receive directly all tolls, rents (including Renewal Rent), revenues, issues, income, products and profits of the Collateral and every part thereof, except Excluded Amounts, without prejudice, however, to the right of LC Issuer under any provision of this Reimbursement Security Agreement to collect and receive all cash held by, or required to be deposited with, LC Issuer hereunder. Such tolls, rents (including Renewal Rent), revenues, issues, income, products and profits (other than Excluded Amounts) shall be applied to pay the expenses of the use, operation, storage, leasing, control, management or disposition of the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which LC Issuer may be required or may elect to make, if any, for taxes, assessments, insurance or other proper charges upon the Collateral of any part thereof (including the employment of engineers and accountants to examine, inspect and make reports upon the properties and books and records of Debtor), and all other payments which LC Issuer may be required or authorized to make under any provision thereof, as well as just and reasonable compensation for the services of LC Issuer, and of all persons properly engaged and employed by LC Issuer.

(g) Each and every right, power and remedy given to LC Issuer specifically or otherwise in this Reimbursement Security Agreement shall be cumulative and shall be in addition to every other right, power and remedy herein specifically given or now or hereafter existing at law, in equity or by statute, and each and every right, power and remedy whether specifically herein given or otherwise, existing may be exercised from time to time and as often and in such order as may be deemed expedient by LC Issuer,

and the exercise or the beginning of the exercise of any power or remedy shall not be construed to be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission by LC Issuer in the exercise of any right, remedy or power or in the pursuance of any remedy shall impair any such right, power or remedy or be construed to be a waiver of any default on the part of Debtor or Lessee or to be an acquiescence therein.

Notwithstanding any of the provisions of this Reimbursement Security Agreement to the contrary (and subject always, in the case of Debtor, to the restrictions of Section 3.4.4 hereof), neither Debtor nor LC Issuer shall, in the absence of any Lease Default, take any action contrary to Lessee's rights under the Lease or any Subsequent Lessee's rights under a Subsequent Lease, including the right to possession and use of the Equipment, except in accordance with the provisions of the Lease or Subsequent Lease, as the case may be.

6.3 Application of Sale and other Proceeds. The proceeds of any sale or other disposition of the Collateral, or any part thereof, and all other payments, proceeds and amounts received or realized by LC Issuer pursuant to the provisions of Sections 5.6 or 6.2 hereof, shall be paid to and applied as follows:

(a) First, to the payment of the costs and expenses of foreclosure or suit, if any, and of such sale, and of all costs, expenses, liabilities and advances, including reasonable legal expenses and attorney's fees, incurred or made hereunder, or in connection herewith or with the collection of the Reimbursement Obligations by LC Issuer, and to the payment of all taxes, assessments, liens or security interests superior to the lien of these presents, except any taxes, assessments or other superior liens or security interests subject to which said sale may have been made; and

(b) Second, to the payment or discharge of any unpaid Reimbursement Obligations, which arise under or are related to this Reimbursement Security Agreement or the Note Purchase Agreement.

6.4 Discontinuance of Remedies. In case LC Issuer shall have proceeded to enforce any right or power under this Reimbursement Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case Debtor, LC Issuer shall be restored to its former position, rights and powers hereunder with respect to the Collateral.

6.5 Exercise of Rights. No delay or omission of LC Issuer to exercise any right or power arising from any default or Event of Default hereunder shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default or Event of Default. No waiver by LC Issuer of any such default or Event of Default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default or Event of Default, or to impair the rights resulting therefrom except as may be otherwise provided therein. The giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the Reimbursement Obligations shall not operate to prejudice, waive or affect the security of this Reimbursement Security Agreement or any rights, powers or remedies hereunder, and LC Issuer shall not be required to look first to, enforce or exhaust such other additional security, collateral or guaranties.

7. Limitations of Liability. Anything in this Reimbursement Security Agreement to the contrary notwithstanding, neither the LC Issuer nor its successors or assigns shall have any claim, remedy or right to proceed against Debtor in its individual corporate capacity or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, Debtor, whether by virtue of any constitutional provision, statute or rule of law or by enforcement of any penalty or assessment or otherwise, for the payment of any deficiency or for any other sum owing on account of any of the Reimbursement Obligations or for the payment of any other unpaid obligations hereunder, or, except as otherwise provided in this Section 7 and in the Reimbursement Agreement, for the payment of any liability resulting from the breach of any representation, covenant, agreement or warranty of any nature whatsoever in this Reimbursement Security Agreement, or in the Reimbursement Agreement, the Lease, any Lease Supplement, or any Subsequent Lease, or in any instrument or certificate executed by Debtor in connection herewith or therewith, from any source other than the Collateral and the income and proceeds thereof; and the LC Issuer, by the execution of this Reimbursement Security Agreement, agrees to look solely to the Collateral and the income and proceeds thereof, and waives and releases any personal liability of Debtor in its individual corporate capacity and any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, Debtor, for and on account of any such deficiency, indebtedness, unpaid Reimbursement Obligations or, except as otherwise provided in this Section 7 and in the Reimbursement Agreement, any such liability, and the LC Issuer agrees that Debtor shall have no liability to return any sums properly distributed to Debtor in accordance with the terms of this Reimbursement Security Agreement; provided, however, that (A) nothing herein contained shall limit, restrict or impair the rights of the LC Issuer, upon a Reimbursement Failure under the

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Reimbursement Agreement or an Event of Default hereunder, to bring suit and obtain a judgment against Debtor (provided execution thereof shall be limited to the Collateral and any income and proceeds in respect thereof) or to exercise all rights and remedies provided under this Reimbursement Security Agreement or otherwise realize upon the Collateral, and (B) Debtor shall be personally liable hereunder for, and to the extent of, any monetary damages actually incurred or sustained by LC Issuer solely and directly as a result of the breach of any covenant, representation or warranty made by Debtor in Section 3.1 hereof, in the second sentence of Section 3.2 hereof, in Sections 3.4.2 through 3.4.5 hereof, in Section 3.7 hereof, and in Section 9.4 hereof.

8. Power of Attorney in Respect of the Collateral. Debtor does hereby irrevocably constitutes LC Issuer the true and lawful attorney of Debtor, with full power (in the name of Debtor or otherwise) to ask, require, demand, receive and compound any and all monies and claims for monies due and to become due under or arising out of the Lease, any Subsequent Lease or any Subsequent Bill of Sale, and other Principal Documents (to the extent such monies and claims constitute part of the Collateral and are not Excluded Amounts or Excepted Rights) to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which LC Issuer may deem necessary or advisable to protect and preserve its rights and interests in and to the Collateral; provided, however, that said power of attorney is in furtherance of the purposes of this Reimbursement Security Agreement and shall not be deemed to increase LC Issuer's rights and powers under, or to decrease Debtor's rights under, this Reimbursement Security Agreement.

9. Miscellaneous.

9.1 Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such parties, and all the covenants, promises and agreements in this Reimbursement Security Agreement contained by or on behalf of Debtor or LC Issuer shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

9.2 Partial Invalidity. The unenforceability or invalidity of any provision of this Reimbursement Security Agreement shall not render any other provision herein contained unenforceable or invalid; provided, however, that nothing contained in this Section 9.2 shall be construed to be in derogation of any rights or immunities of Debtor under Section 7 or to amend or modify any limitations or restrictions of LC Issuer under Section 7.

9.3 Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when addressed and delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to Debtor: Rail Co. VI  
1209 Orange Street  
Wilmington, Delaware 19801

Attention: Mr. Mark A. Ferrucci,  
President

If to LC Issuer: BOT Financial Corporation  
125 Summer Street  
Boston, MA 02110

Attention: Senior Vice  
President--Administration

9.4 Transfer of Debtor's Interest. So long as any of the Reimbursement Obligations shall be outstanding, Debtor shall not, without LC Issuer's prior written consent, sell, assign or otherwise transfer any of Debtor's rights, title or interest as owner of the Equipment or any Unit of the Equipment or as Debtor under the Lease or a Subsequent Lease, nor any of Debtor's rights obligations hereunder or under any of the other Principal Documents.

9.5 Certain Events. If (i) the Debtor becomes a debtor subject to the reorganization provisions of the Bankruptcy Code, (ii) pursuant to such reorganization provisions and Section 1111(b) of the Bankruptcy Code (or any successor provision) the Debtor is required, by reason of the Debtor being held to have recourse liability directly or indirectly to the LC Issuer, to make payment on account of any of the Reimbursement Obligations, and (iii) LC Issuer actually receives any Excess Amount (as hereinafter defined) which reflects any payment by the Debtor on account of clause (ii) of this sentence, then LC Issuer shall promptly refund to Debtor such Excess Amount. As used herein "Excess Amount" shall mean the amount by which such payment exceeds the amount which would have been received on or prior to the date of such payment by LC Issuer if the Debtor had not become subject to the recourse liability referred to in clause (ii) of the next preceding sentence. Nothing contained in this Section 9.5 shall prevent LC Issuer from enforcing any personal recourse obligation (and retaining the proceeds thereof) of the Debtor provided for under this Reimbursement Security Agreement, the Reimbursement Agreement or any other Principal Document.

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9.6 Counterparts; Headings; Governing Law. This Reimbursement Security Agreement may be executed and delivered in any number of counterparts, each of such counterparts being an original but all together constituting only one Reimbursement Security Agreement. Any headings or captions preceding the text of the sections hereof are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect. This Reimbursement Security Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.

9.7 Subordination. Notwithstanding anything in this Agreement to the contrary, the rights of LC Issuer hereunder are limited and subordinate to those of the Security Trustee as set forth in that certain Intercreditor Agreement dated as of May 15, 1994 between LC Issuer and Security Trustee.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Debtor and LC Issuer have caused this Reimbursement Security Agreement to be executed by their officers thereunto duly authorized and their corporate seals thereto affixed as of the date and year first above written.

Attest:

V. M. E. Guttman

Assistant Secretary

(Corporate Seal)

RAIL CO. VI

(Debtor)

By: Adrienne M. Horne

Adrienne M. Horne

Its: Vice President

Attest:

\_\_\_\_\_

Assistant Secretary  
(Corporate Seal)

BOT FINANCIAL CORPORATION  
(LC Issuer)

By: \_\_\_\_\_

Its: Senior Vice President

IN WITNESS WHEREOF, Debtor and LC Issuer have caused this Reimbursement Security Agreement to be executed by their officers thereunto duly authorized and their corporate seals thereto affixed as of the date and year first above written.

Attest: \_\_\_\_\_  
Secretary  
(Corporate Seal)

RAIL CO. VI (Debtor)  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest: *M. J. [Signature]*  
Assistant Secretary  
(Corporate Seal)

BOT FINANCIAL CORPORATION (LC Issuer)  
By: *[Signature]* 11/11/11  
Its: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF SUFFOLK )

On this 28th day of December, 1994 before me personally appeared Gary L. Christensen, the Senior Vice President of BOT FINANCIAL CORPORATION, a Delaware corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

[Seal] My commission expires July 1, 1999

COMMONWEALTH OF DELAWARE )  
 ) SS:  
COUNTY OF NEW CASTLE )

On this \_\_\_\_ day of December, 1994 before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of RAIL CO. VI, a Delaware corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[Seal] My commission expires: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS )  
 ) SS:  
COUNTY OF SUFFOLK )

On this \_\_\_\_ day of December, 1994 before me personally appeared \_\_\_\_\_, the Senior Vice President of BOT FINANCIAL CORPORATION, a Delaware corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that the execution of the foregoing instrument was the free act and deed of said corporation.

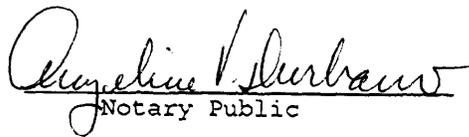
\_\_\_\_\_  
Notary Public

[Seal]

My commission expires \_\_\_\_\_

COMMONWEALTH OF DELAWARE )  
 ) SS:  
COUNTY OF NEW CASTLE )

On this 29th day of December, 1994 before me personally appeared Adrienne M. Horne, the Vice President of RAIL CO. VI, a Delaware corporation, and acknowledged that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Seal]

My commission expires: 12/10/95

## EXHIBIT A

New Marks and Identification Numbers

Four hundred four (404) aluminum bodied covered hopper cars with gravity type rack-and-pinion discharge gates and continuous through hatch roof opening having 4,750 cubic foot capacity, 286,000 pound gross load weight capacity, built by Transco Railway Products and to be remanufactured by Progress Rail Services Corporation and bearing identification numbers CLSX 1001 through CLSX 1404.

Original and Subsequent Marks and Identification Numbers

From a series of four hundred eight (408) units originally and subsequently identified, as follows:

Original Marks and Numbers		Subsequent Marks and Numbers	
SDD	70451	SDD	70451
SDD	70453	CLSX	70453
SDD	70455	CLSX	70455
SDD	70457	CLSX	70457
SDD	70459	CLSX	70459
SDD	70461	SDD	70461
SDD	70463	SDD	70463
SDD	70465	CLSX	70465
SDD	70467	CLSX	70467
SDD	70469	SDD	70469
SDD	70475	SDD	70475
SDD	70477	SDD	70477
SDD	70479	CLSX	70479
SDD	70481	SDD	70481
SDD	70487	SDD	70487
SDD	70489	CLSX	70489
SDD	70491	CLSX	70491
SDD	70493	SDD	70493
SDD	70497	SDD	70497
SDD	70499	SDD	70499
SDD	70501	CLSX	70501
SDD	70503	CLSX	70503
SDD	70505	SDD	70505
SDD	70507	SDD	70507

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Original Marks  
and Numbers

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Subsequent Marks  
and Numbers

S00	70509	S00	70509
S00	70511	CLSX	70511
S00	70515	S00	70515
S00	70517	S00	70517
S00	70519	S00	70519
S00	70521	S00	70521
S00	70523	S00	70523
S00	70525	CLSX	70525
S00	70527	S00	70527
S00	70529	CLSX	70529
S00	70531	S00	70531
S00	70533	S00	70533
S00	70537	CLSX	70537
S00	70539	S00	70539
S00	70541	S00	70541
S00	70543	CLSX	70543
S00	70547	S00	70547
S00	70549	S00	70549
S00	70551	S00	70551
S00	70553	CLSX	70553
S00	70561	CLSX	70561
S00	70563	CLSX	70563
S00	70565	S00	70565
S00	70567	CLSX	70567
S00	70569	CLSX	70569
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S00	70587	CLSX	70587
S00	70589	CLSX	70589
S00	70591	S00	70591
S00	70593	CLSX	70593
S00	70597	S00	70597
S00	70599	S00	70599
S00	70603	S00	70603
S00	70605	CLSX	70605
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S00	70609	S00	70609
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S00	70617	CLSX	70617
S00	70619	CLSX	70619
S00	70621	CLSX	70621
S00	70623	CLSX	70623
S00	70629	CLSX	70629
S00	70631	CLSX	70631
S00	70633	S00	70633

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70643	S00	70643
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S00	70675	CLSX	70675
S00	70677	CLSX	70677
S00	70679	CLSX	70679
S00	70683	CLSX	70683
S00	70685	S00	70685
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S00	70689	S00	70689
S00	70695	S00	70695
S00	70699	S00	70699
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S00	70715	S00	70715
S00	70721	S00	70721
S00	70725	S00	70725
S00	70727	S00	70727
S00	70729	CLSX	70729
S00	70731	CLSX	70731
S00	70735	S00	70735
S00	70737	CLSX	70737
S00	70739	CLSX	70739
S00	70741	CLSX	70741
S00	70743	CLSX	70743
S00	70747	S00	70747
S00	70749	CLSX	70749
S00	70751	S00	70751
S00	70753	S00	70753
S00	70759	CLSX	70759

Original Marks  
and NumbersSubsequent Marks  
and Numbers

Original Marks and Numbers	Subsequent Marks and Numbers
SDD 70761	SDD 70761
SDD 70763	SDD 70763
SDD 70767	CLSx 70767
SDD 70769	CLSx 70769
SDD 70771	SDD 70771
SDD 70773	SDD 70773
SDD 70775	CLSx 70775
SDD 70777	CLSx 70777
SDD 70779	SDD 70779
SDD 70781	SDD 70783
SDD 70783	CLSx 70785
SDD 70791	CLSx 70791
SDD 70793	CLSx 70793
SDD 70795	SDD 70795
SDD 70797	CLSx 70797
SDD 70799	CLSx 70799
SDD 70801	SDD 70801
SDD 70803	CLSx 70803
SDD 70807	SDD 70807
SDD 70809	CLSx 70809
SDD 70811	SDD 70811
SDD 70813	CLSx 70813
SDD 70817	SDD 70817
SDD 70819	SDD 70819
SDD 70821	SDD 70821
SDD 70823	CLSx 70823
SDD 70825	SDD 70825
SDD 70827	CLSx 70827
SDD 70831	CLSx 70831
SDD 70833	CLSx 70833
SDD 70835	SDD 70835
SDD 70839	CLSx 70839
SDD 70841	CLSx 70841
SDD 70843	CLSx 70843
SDD 70847	SDD 70847
SDD 70849	CLSx 70849
SDD 70851	SDD 70851
SDD 70853	SDD 70853
SDD 70855	CLSx 70855
SDD 70857	SDD 70857
SDD 70859	CLSx 70859
SDD 70861	CLSx 70861
SDD 70863	CLSx 70863
SDD 70865	SDD 70865
SDD 70867	CLSx 70867
SDD 70871	CLSx 70871
SDD 70873	SDD 70873
SDD 70875	CLSx 70875

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70885	CLSx	70885
S00	70887	S00	70887
S00	70889	CLSx	70889
S00	70891	S00	70891
S00	70893	CLSx	70893
S00	70895	CLSx	70895
S00	70897	S00	70897
S00	70899	CLSx	70899
S00	70901	CLSx	70901
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S00	70905	S00	70905
S00	70907	CLSx	70907
S00	70909	S00	70909
S00	70911	CLSx	70911
S00	70913	S00	70913
S00	70915	CLSx	70915
S00	70917	S00	70917
S00	70919	S00	70919
S00	70921	S00	70921
S00	70923	CLSx	70923
S00	70925	CLSx	70925
S00	70927	CLSx	70927
S00	70929	S00	70929
S00	70931	S00	70931
S00	70933	CLSx	70933
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S00	70963	CLSx	70963
S00	70965	CLSx	70965
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S00	70979	S00	70979
S00	70981	S00	70981

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	70997	S00	70997
S00	70999	CLSX	70999
S00	71001	S00	71001
S00	71003	CLSX	71003
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S00	71013	CLSX	71013
S00	71015	CLSX	71015
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S00	71019	CLSX	71019
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S00	71023	S00	71023
S00	71025	CLSX	71025
S00	71027	S00	71027
S00	71029	CLSX	71029
S00	71033	S00	71033
S00	71035	S00	71035
S00	71037	CLSX	71037
S00	71041	S00	71041
S00	71043	CLSX	71043
S00	71047	CLSX	71047
S00	71049	CLSX	71049
S00	71051	CLSX	71051
S00	71053	CLSX	71053
S00	71057	S00	71057
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S00	71105	CLSX	71105
S00	71107	S00	71107
S00	71109	S00	71109
S00	71111	S00	71111
S00	71113	S00	71113
S00	71115	CLSX	71115

Original Marks and Numbers		Subsequent Marks and Numbers	
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S00	71177	S00	71177
S00	71179	CLSX	71179
S00	71181	S00	71181
S00	71183	S00	71183
S00	71185	S00	71185
S00	71187	CLSX	71187
S00	71191	CLSX	71191
S00	71193	S00	71193
S00	71195	CLSX	71195
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S00	71221	CLSX	71221
S00	71223	CLSX	71223
S00	71225	CLSX	71225

Original Marks and Numbers		Subsequent Marks and Numbers	
S00	71233	CLSX	71233
S00	71235	CLSX	71235
S00	71237	CLSX	71237
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S00	71255	CLSX	71255
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S00	71265	CLSX	71265
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S00	71333	CLSX	71333
S00	71335	CLSX	71335
S00	71337	CLSX	71337
S00	71339	CLSX	71339
S00	71343	CLSX	71343
S00	71347	CLSX	71347
S00	71349	CLSX	71349
S00	71351	CLSX	71351
S00	71353	CLSX	71353
S00	71355	CLSX	71355
S00	71357	CLSX	71357

Original Marks and Numbers		Subsequent Marks and Numbers	
S00	71359	CLSX	71359
S00	71361	CLSX	71361
S00	71363	CLSX	71363
S00	71365	S00	71365
S00	71367	CLSX	71367
S00	71369	CLSX	71369
S00	71371	CLSX	71371
S00	71373	CLSX	71373
S00	71375	CLSX	71375
S00	71377	CLSX	71377
S00	71379	S00	71379
S00	71381	CLSX	71381
S00	71385	CLSX	71385
S00	71391	CLSX	71391
S00	71393	CLSX	71393
S00	71395	S00	71395
S00	71397	S00	71397
S00	71399	CLSX	71399
S00	71401	CLSX	71401
S00	71403	CLSX	71403
S00	71405	CLSX	71405
S00	71407	CLSX	71407
S00	71409	CLSX	71409
S00	71411	CLSX	71411
S00	71413	CLSX	71413
S00	71415	CLSX	71415
S00	71417	CLSX	71417
S00	71419	CLSX	71419
S00	71421	CLSX	71421
S00	71423	CLSX	71423
S00	71425	CLSX	71425
S00	71427	CLSX	71427
S00	71429	CLSX	71429
S00	71431	CLSX	71431
S00	71433	CLSX	71433
S00	71437	CLSX	71437
S00	71439	CLSX	71439
S00	71441	CLSX	71441
S00	71443	CLSX	71443
S00	71445	CLSX	71445
S00	71447	CLSX	71447
S00	71449	CLSX	71449