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October 20, 2016

RECORDATION NO. 19361-M  
FILED OCTOBER 21, 2016 10:30 AM  
SURFACE TRANSPORTATION BOARD

**VIA E-FILING**

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

Re: Renewal Agreement to Amended and Restated Rider 3 to Railcar Net Leasing Agreement  
(7 of 8)

Dear Sir/Madam:

Enclosed for recording with the Surface Transportation Board (“STB”), pursuant to the provisions of 49 U.S.C. Section 11301(a), is the Renewal Agreement to Amended and Restated Rider 3 to Railcar Net Leasing Agreement dated as of February 19, 2016, a secondary document to the Memorandum of Lease Agreement dated as of December 21, 1994, which was assigned recordation number 19361. We request that this document be given the next available recordation number under 19361.

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

Lessor: Siemens Financial Services, Inc.  
170 Wood Avenue South  
Iselin, NJ 08830

Lessee: Union Pacific Railroad Company  
1400 Douglas Street, Stop 780  
Omaha, NE 68179

A description of the equipment covered by the Renewal Agreement to Amended and Restated Rider 3 consists of 235 refrigerated boxcars with marks and numbers ARMN 901001 – ARMN 992994, sporadic. Kindly find a list of the equipment in Schedule A to the Renewal Agreement to the Amended and Restated Rider 3.

We have faxed concurrently with this e-filing, the STB payment form to be charged in the amount of \$45 for the required recordation fee.

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

Renewal Agreement to Amended and Restated Rider 3 dated as of February 19, 2016 between Siemens Financial Services, Inc. and Union Pacific Railroad Company covering 235 refrigerated boxcars with marks and numbers ARMN 901001 – ARMN 992994, sporadic. The railcars are as follows: ARMN 901001, ARMN 901998, ARMN 902001, ARMN 902013, ARMN 902023, ARMN 902025, ARMN 902026, ARMN 902029, ARMN 902033, ARMN 902048, ARMN 902056, ARMN 902066, ARMN 902073, ARMN 902091, ARMN 902093, ARMN 902096, ARMN 902100, ARMN 902102, ARMN 902103, ARMN 902108, ARMN 902109, ARMN 902111, ARMN 902113, ARMN 902116, ARMN 902117, ARMN 902120, ARMN 902121, ARMN 902124, ARMN 902125, ARMN 902128, ARMN 902131, ARMN 902135, ARMN 902138, ARMN 902139, ARMN 902143, ARMN 902153, ARMN 902154, ARMN 902155, ARMN 902156, ARMN 902161, ARMN 902969, ARMN 902972, ARMN 902973, ARMN 902976, ARMN 902977, ARMN 902982, ARMN 902986, ARMN 902991, ARMN 902993, ARMN 902997, ARMN 902998, ARMN 903001, ARMN 903996, ARMN 911006, ARMN 911008, ARMN 912000, ARMN 912001, ARMN 912002, ARMN 912004, ARMN 912006, ARMN 912008, ARMN 912009, ARMN 912013, ARMN 912015, ARMN 912016, ARMN 912017, ARMN 912021, ARMN 912026, ARMN 912030, ARMN 912032, ARMN 912035, ARMN 912040, ARMN 912042, ARMN 912045, ARMN 912046, ARMN 912048, ARMN 912056, ARMN 912059, ARMN 912065, ARMN 912066, ARMN 912070, ARMN 912071, ARMN 912075, ARMN 912080, ARMN 912082, ARMN 912084, ARMN 912086, ARMN 912087, ARMN 912095, ARMN 912098, ARMN 912100, ARMN 912103, ARMN 912105, ARMN 912107, ARMN 912108, ARMN 912110, ARMN 912111, ARMN 912112, ARMN 912113, ARMN 912115, ARMN 912120, ARMN 912122, ARMN 912123, ARMN 912124, ARMN 912127, ARMN 912128, ARMN 912129, ARMN 912130, ARMN 912132, ARMN 912134, ARMN 912139, ARMN 912140, ARMN 912141, ARMN 912144, ARMN 912146, ARMN 912969, ARMN 912970, ARMN 912973, ARMN 912978, ARMN 912980, ARMN 912981, ARMN 912985, ARMN 912989, ARMN 912992, ARMN 912997, ARMN 912998, ARMN 912999, ARMN 921000, ARMN 921990, ARMN 921997, ARMN 922000, ARMN 922001, ARMN 922002, ARMN 922003, ARMN 922014, ARMN 922016, ARMN 922017, ARMN 922018, ARMN 922034, ARMN 922038, ARMN 922039, ARMN 922040, ARMN 922041, ARMN 922043, ARMN 922045, ARMN 922048, ARMN 922049, ARMN 922050, ARMN 922970, ARMN 922971, ARMN 922973, ARMN 922974, ARMN 922977, ARMN 922978, ARMN 922980, ARMN 922987, ARMN 922991, ARMN 922994, ARMN 922996, ARMN 922997, ARMN 923947, ARMN 923978, ARMN 931995, ARMN 932001, ARMN 932002, ARMN 932007, ARMN 932993, ARMN 932994, ARMN 932996, ARMN 932997, ARMN 932999, ARMN 933911, ARMN 933913, ARMN 933914, ARMN 991000, ARMN 991001, ARMN 991002, ARMN 991005, ARMN 991007, ARMN 991008, ARMN 992001, ARMN 992003, ARMN 992005, ARMN 992006, ARMN 992012, ARMN

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992014, ARMN 992016, ARMN 992018, ARMN 992019, ARMN 992020, ARMN 992021, ARMN 992022, ARMN 992024, ARMN 992025, ARMN 992029, ARMN 992037, ARMN 992038, ARMN 992046, ARMN 992048, ARMN 992057, ARMN 992059, ARMN 992061, ARMN 992066, ARMN 992070, ARMN 992071, ARMN 992075, ARMN 992076, ARMN 992077, ARMN 992079, ARMN 992080, ARMN 992081, ARMN 992082, ARMN 992084, ARMN 992087, ARMN 992088, ARMN 992096, ARMN 992101, ARMN 992106, ARMN 992110, ARMN 992112, ARMN 992116, ARMN 992117, ARMN 992119, ARMN 992122, ARMN 992125, ARMN 992129, ARMN 992131, ARMN 992132, ARMN 992134, ARMN 992136, ARMN 992139, ARMN 992140, ARMN 992141, ARMN 992142 and ARMN 992994.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

Thompson Coburn LLP

A handwritten signature in black ink, appearing to read "E. J. Holy".

By

*For* Marjorie F. Krumholz

MFK/elh

Enclosures

**RENEWAL AGREEMENT TO AMENDED AND RESTATED RIDER NO. 3  
TO RAILCAR NET LEASING AGREEMENT**

This RENEWAL AGREEMENT TO AMENDED AND RESTATED RIDER NO. 3 TO RAILCAR NET LEASING AGREEMENT (the "Renewal") between SIEMENS FINANCIAL SERVICES, INC. ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee") who are parties to (i) that certain Railcar Net Leasing Agreement dated as of December 21, 1994, as amended by Lease Agreement Amendment No. 1 dated as of November 15, 1995 (the "Lease Agreement"), and (ii) that certain Rider 3 to Railcar Net Leasing Agreement dated as of October 1, 2001 ("Original Rider 3"), and (iii) that certain Amended and Restated Rider 3 to Railcar Net Leasing Agreement dated as of March 19, 2010 (the "Amended and Restated Rider 3") (the Lease Agreement, Original Rider 3, the Amended and Restated Rider 3 are referred to hereinafter collectively as the "Agreement") is made as of February 19, 2016.

Lessor and Lessee agree as follows:

1. Capitalized Terms. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Renewal except that the term "Cars" as used herein shall only refer to the equipment described in this Renewal unless otherwise indicated.
2. Cars Leased. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Renewal.

| <u>Quantity</u> | <u>Equipment Description</u> | <u>Reporting Marks and Numbers</u> |
|-----------------|------------------------------|------------------------------------|
| [ 235 ]         | Refrigerated Boxcars         | See Schedule A attached hereto.    |

3. Lease Commencement Date. January 1, 2016.
4. Expiration Date. July 31, 2023.
5. Effect of Age-Out Date for Individual Cars. In the event that a Car reaches its Age-Out Date, as specified on Schedule A, prior to July 31, 2023 or is deemed no longer economically viable to repair prior to the Expiration Date (each as determined mutually by Lessor and Lessee), Lessee shall return such Car to a location or scrap facility designated by Lessor in accordance with the Return Provision in this Renewal and the Agreement. Each such Car shall remain on lease under the terms of the Lease until such Car has been returned by Lessee and accepted by Lessor in accordance with the Lease. As of the termination date for each Car, all rent and other amounts payable by Lessee under the Lease with respect to such Car shall have been paid by Lessee to Lessor.
6. Party Responsible for Maintenance. Lessee.
7. Rent. Lessee shall pay Lessor a fixed rent of \$125.00 per Car, payable monthly in advance (rent payable for any period which is less than a full month shall be prorated). Rent shall commence under this Renewal on January 1, 2016.
8. Casualty Value. Schedule 3 to the Amended and Restated Rider 3 shall no longer be applicable. If a Car suffers a casualty during the renewal period established by the Renewal, Lessee shall pay to Lessor, on the next succeeding rent payment date, an amount calculated in accordance with AAR Rule 107.

8. Return Provision. Lessee shall return the Cars in “as-is” condition to a location or scrap facility specified by Lessor and shall be cleaned of all commodity and buildup in or on the Cars. For any Car not delivered to the specified location and not properly cleaned, Lessee’s obligation to pay rent will continue beyond the Expiration Date until such Car meets both requirements. Except as set forth in this Section 8, the return conditions specified in the Agreement shall not be applicable.

9. Special Conditions.

- a) Acceptance. The Cars are already in service with Lessee and are deemed accepted without further actions by the parties.
- b) Storage. Lessor shall not be entitled to any free storage at lease expiration.
- c) Transportation Expenses: Transportation expenses for the movement of the Cars at lease expiration or earlier termination to a Lessor designated location or scrap facility will be for the account of the Lessee.

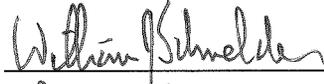
Each party, pursuant to due corporate authority, has caused this Renewal to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Renewal was the free act of the corporation, the foregoing is true and correct and that this Renewal was executed on the date indicated below.

Lessor  
SIEMENS FINANCIAL SERVICES, INC.

By:   
Title: Director - Asset Mgmt  
Date: 2/26/16

  
VICE PRESIDENT  
02/26/16

Lessee  
UNION PACIFIC RAILROAD COMPANY

By:   
Title: Director Strategic Sourcing  
Date: 2/19/16

**Schedule A**

|    | <b><u>Car Initial</u></b> | <b><u>Car Number</u></b> | <b><u>Age-Out Date</u></b> |
|----|---------------------------|--------------------------|----------------------------|
| 1  | ARMN                      | 902066                   | 6/2019                     |
| 2  | ARMN                      | 992057                   | 6/2019                     |
| 3  | ARMN                      | 992106                   | 6/2019                     |
| 4  | ARMN                      | 992136                   | 6/2019                     |
| 5  | ARMN                      | 992139                   | 6/2019                     |
| 6  | ARMN                      | 992142                   | 6/2019                     |
| 7  | ARMN                      | 991000                   | 7/2019                     |
| 8  | ARMN                      | 991007                   | 7/2019                     |
| 9  | ARMN                      | 991008                   | 7/2019                     |
| 10 | ARMN                      | 992001                   | 7/2019                     |
| 11 | ARMN                      | 992003                   | 7/2019                     |
| 12 | ARMN                      | 992005                   | 7/2019                     |
| 13 | ARMN                      | 992006                   | 7/2019                     |
| 14 | ARMN                      | 992012                   | 7/2019                     |
| 15 | ARMN                      | 992014                   | 7/2019                     |
| 16 | ARMN                      | 992016                   | 7/2019                     |
| 17 | ARMN                      | 992019                   | 7/2019                     |
| 18 | ARMN                      | 992020                   | 7/2019                     |
| 19 | ARMN                      | 992022                   | 7/2019                     |
| 20 | ARMN                      | 992024                   | 7/2019                     |
| 21 | ARMN                      | 992025                   | 7/2019                     |
| 22 | ARMN                      | 992037                   | 7/2019                     |
| 23 | ARMN                      | 992038                   | 7/2019                     |
| 24 | ARMN                      | 992046                   | 7/2019                     |
| 25 | ARMN                      | 992048                   | 7/2019                     |
| 26 | ARMN                      | 992059                   | 7/2019                     |
| 27 | ARMN                      | 992061                   | 7/2019                     |
| 28 | ARMN                      | 992066                   | 7/2019                     |
| 29 | ARMN                      | 992070                   | 7/2019                     |
| 30 | ARMN                      | 992071                   | 7/2019                     |
| 31 | ARMN                      | 992075                   | 7/2019                     |
| 32 | ARMN                      | 992077                   | 7/2019                     |
| 33 | ARMN                      | 992079                   | 7/2019                     |
| 34 | ARMN                      | 992080                   | 7/2019                     |
| 35 | ARMN                      | 992081                   | 7/2019                     |
| 36 | ARMN                      | 992082                   | 7/2019                     |
| 37 | ARMN                      | 992084                   | 7/2019                     |
| 38 | ARMN                      | 992087                   | 7/2019                     |

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|----|------|--------|--------|
| 39 | ARMN | 992088 | 7/2019 |
| 40 | ARMN | 992096 | 7/2019 |
| 41 | ARMN | 992112 | 7/2019 |
| 42 | ARMN | 992116 | 7/2019 |
| 43 | ARMN | 992117 | 7/2019 |
| 44 | ARMN | 992119 | 7/2019 |
| 45 | ARMN | 992122 | 7/2019 |
| 46 | ARMN | 992125 | 7/2019 |
| 47 | ARMN | 992129 | 7/2019 |
| 48 | ARMN | 992132 | 7/2019 |
| 49 | ARMN | 992140 | 7/2019 |
| 50 | ARMN | 992141 | 7/2019 |
| 51 | ARMN | 992994 | 7/2019 |
| 52 | ARMN | 991001 | 8/2019 |
| 53 | ARMN | 991002 | 8/2019 |
| 54 | ARMN | 991005 | 8/2019 |
| 55 | ARMN | 992018 | 8/2019 |
| 56 | ARMN | 992021 | 8/2019 |
| 57 | ARMN | 992029 | 8/2019 |
| 58 | ARMN | 992076 | 8/2019 |
| 59 | ARMN | 992101 | 8/2019 |
| 60 | ARMN | 992110 | 8/2019 |
| 61 | ARMN | 992131 | 8/2019 |
| 62 | ARMN | 992134 | 8/2019 |
| 63 | ARMN | 901001 | 9/2020 |
| 64 | ARMN | 901998 | 9/2020 |
| 65 | ARMN | 902001 | 9/2020 |
| 66 | ARMN | 902013 | 9/2020 |
| 67 | ARMN | 902023 | 9/2020 |
| 68 | ARMN | 902025 | 9/2020 |
| 69 | ARMN | 902026 | 9/2020 |
| 70 | ARMN | 902029 | 9/2020 |
| 71 | ARMN | 902033 | 9/2020 |
| 72 | ARMN | 902048 | 9/2020 |
| 73 | ARMN | 902056 | 9/2020 |
| 74 | ARMN | 902073 | 9/2020 |
| 75 | ARMN | 902091 | 9/2020 |
| 76 | ARMN | 902093 | 9/2020 |
| 77 | ARMN | 902096 | 9/2020 |
| 78 | ARMN | 902100 | 9/2020 |
| 79 | ARMN | 902102 | 9/2020 |

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|-----|------|--------|--------|
| 80  | ARMN | 902103 | 9/2020 |
| 81  | ARMN | 902108 | 9/2020 |
| 82  | ARMN | 902109 | 9/2020 |
| 83  | ARMN | 902111 | 9/2020 |
| 84  | ARMN | 902113 | 9/2020 |
| 85  | ARMN | 902116 | 9/2020 |
| 86  | ARMN | 902117 | 9/2020 |
| 87  | ARMN | 902120 | 9/2020 |
| 88  | ARMN | 902121 | 9/2020 |
| 89  | ARMN | 902124 | 9/2020 |
| 90  | ARMN | 902125 | 9/2020 |
| 91  | ARMN | 902128 | 9/2020 |
| 92  | ARMN | 902131 | 9/2020 |
| 93  | ARMN | 902135 | 9/2020 |
| 94  | ARMN | 902138 | 9/2020 |
| 95  | ARMN | 902139 | 9/2020 |
| 96  | ARMN | 902143 | 9/2020 |
| 97  | ARMN | 902153 | 9/2020 |
| 98  | ARMN | 902154 | 9/2020 |
| 99  | ARMN | 902155 | 9/2020 |
| 100 | ARMN | 902156 | 9/2020 |
| 101 | ARMN | 902161 | 9/2020 |
| 102 | ARMN | 902969 | 9/2020 |
| 103 | ARMN | 902972 | 9/2020 |
| 104 | ARMN | 902973 | 9/2020 |
| 105 | ARMN | 902976 | 9/2020 |
| 106 | ARMN | 902977 | 9/2020 |
| 107 | ARMN | 902982 | 9/2020 |
| 108 | ARMN | 902986 | 9/2020 |
| 109 | ARMN | 902991 | 9/2020 |
| 110 | ARMN | 902993 | 9/2020 |
| 111 | ARMN | 902997 | 9/2020 |
| 112 | ARMN | 902998 | 9/2020 |
| 113 | ARMN | 903001 | 9/2020 |
| 114 | ARMN | 903996 | 9/2020 |
| 115 | ARMN | 912146 | 9/2020 |
| 116 | ARMN | 911006 | 5/2021 |
| 117 | ARMN | 911008 | 5/2021 |
| 118 | ARMN | 912000 | 5/2021 |
| 119 | ARMN | 912001 | 5/2021 |
| 120 | ARMN | 912002 | 5/2021 |

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| 121 | ARMN | 912004 | 5/2021 |
| 122 | ARMN | 912006 | 5/2021 |
| 123 | ARMN | 912008 | 5/2021 |
| 124 | ARMN | 912009 | 5/2021 |
| 125 | ARMN | 912013 | 5/2021 |
| 126 | ARMN | 912015 | 5/2021 |
| 127 | ARMN | 912016 | 5/2021 |
| 128 | ARMN | 912017 | 5/2021 |
| 129 | ARMN | 912021 | 5/2021 |
| 130 | ARMN | 912026 | 5/2021 |
| 131 | ARMN | 912030 | 5/2021 |
| 132 | ARMN | 912032 | 5/2021 |
| 133 | ARMN | 912035 | 5/2021 |
| 134 | ARMN | 912040 | 5/2021 |
| 135 | ARMN | 912042 | 5/2021 |
| 136 | ARMN | 912045 | 5/2021 |
| 137 | ARMN | 912046 | 5/2021 |
| 138 | ARMN | 912048 | 5/2021 |
| 139 | ARMN | 912056 | 5/2021 |
| 140 | ARMN | 912059 | 5/2021 |
| 141 | ARMN | 912065 | 5/2021 |
| 142 | ARMN | 912066 | 5/2021 |
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| 144 | ARMN | 912071 | 5/2021 |
| 145 | ARMN | 912075 | 5/2021 |
| 146 | ARMN | 912080 | 5/2021 |
| 147 | ARMN | 912082 | 5/2021 |
| 148 | ARMN | 912084 | 5/2021 |
| 149 | ARMN | 912086 | 5/2021 |
| 150 | ARMN | 912087 | 5/2021 |
| 151 | ARMN | 912095 | 5/2021 |
| 152 | ARMN | 912098 | 5/2021 |
| 153 | ARMN | 912100 | 5/2021 |
| 154 | ARMN | 912103 | 5/2021 |
| 155 | ARMN | 912105 | 5/2021 |
| 156 | ARMN | 912107 | 5/2021 |
| 157 | ARMN | 912108 | 5/2021 |
| 158 | ARMN | 912110 | 5/2021 |
| 159 | ARMN | 912111 | 5/2021 |
| 160 | ARMN | 912113 | 5/2021 |
| 161 | ARMN | 912115 | 5/2021 |

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|-----|------|--------|--------|
| 162 | ARMN | 912120 | 5/2021 |
| 163 | ARMN | 912122 | 5/2021 |
| 164 | ARMN | 912123 | 5/2021 |
| 165 | ARMN | 912124 | 5/2021 |
| 166 | ARMN | 912127 | 5/2021 |
| 167 | ARMN | 912128 | 5/2021 |
| 168 | ARMN | 912129 | 5/2021 |
| 169 | ARMN | 912130 | 5/2021 |
| 170 | ARMN | 912132 | 5/2021 |
| 171 | ARMN | 912134 | 5/2021 |
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| 175 | ARMN | 912144 | 5/2021 |
| 176 | ARMN | 912969 | 5/2021 |
| 177 | ARMN | 912970 | 5/2021 |
| 178 | ARMN | 912973 | 5/2021 |
| 179 | ARMN | 912978 | 5/2021 |
| 180 | ARMN | 912980 | 5/2021 |
| 181 | ARMN | 912981 | 5/2021 |
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| 183 | ARMN | 912989 | 5/2021 |
| 184 | ARMN | 912992 | 5/2021 |
| 185 | ARMN | 912997 | 5/2021 |
| 186 | ARMN | 912998 | 5/2021 |
| 187 | ARMN | 912999 | 5/2021 |
| 188 | ARMN | 921000 | 7/2022 |
| 189 | ARMN | 921990 | 7/2022 |
| 190 | ARMN | 921997 | 7/2022 |
| 191 | ARMN | 922002 | 7/2022 |
| 192 | ARMN | 922003 | 7/2022 |
| 193 | ARMN | 922014 | 7/2022 |
| 194 | ARMN | 922016 | 7/2022 |
| 195 | ARMN | 922040 | 7/2022 |
| 196 | ARMN | 922971 | 7/2022 |
| 197 | ARMN | 922973 | 7/2022 |
| 198 | ARMN | 922980 | 7/2022 |
| 199 | ARMN | 922987 | 7/2022 |
| 200 | ARMN | 922991 | 7/2022 |
| 201 | ARMN | 922994 | 7/2022 |
| 202 | ARMN | 922997 | 7/2022 |

|     |      |        |        |
|-----|------|--------|--------|
| 203 | ARMN | 923978 | 7/2022 |
| 204 | ARMN | 912112 | 8/2022 |
| 205 | ARMN | 922000 | 8/2022 |
| 206 | ARMN | 922001 | 8/2022 |
| 207 | ARMN | 922017 | 8/2022 |
| 208 | ARMN | 922018 | 8/2022 |
| 209 | ARMN | 922034 | 8/2022 |
| 210 | ARMN | 922038 | 8/2022 |
| 211 | ARMN | 922039 | 8/2022 |
| 212 | ARMN | 922041 | 8/2022 |
| 213 | ARMN | 922043 | 8/2022 |
| 214 | ARMN | 922045 | 8/2022 |
| 215 | ARMN | 922048 | 8/2022 |
| 216 | ARMN | 922049 | 8/2022 |
| 217 | ARMN | 922050 | 8/2022 |
| 218 | ARMN | 922970 | 8/2022 |
| 219 | ARMN | 922974 | 8/2022 |
| 220 | ARMN | 922977 | 8/2022 |
| 221 | ARMN | 922978 | 8/2022 |
| 222 | ARMN | 922996 | 8/2022 |
| 223 | ARMN | 923947 | 8/2022 |
| 224 | ARMN | 931995 | 6/2023 |
| 225 | ARMN | 932001 | 6/2023 |
| 226 | ARMN | 932002 | 6/2023 |
| 227 | ARMN | 932007 | 6/2023 |
| 228 | ARMN | 932993 | 6/2023 |
| 229 | ARMN | 932994 | 6/2023 |
| 230 | ARMN | 932996 | 6/2023 |
| 231 | ARMN | 932997 | 6/2023 |
| 232 | ARMN | 932999 | 6/2023 |
| 233 | ARMN | 933911 | 7/2023 |
| 234 | ARMN | 933913 | 7/2023 |
| 235 | ARMN | 933914 | 7/2023 |