**CONTINUING DISCLOSURE UNDERTAKING**

This Continuing Disclosure Undertaking (the "Disclosure Undertaking") is

executed and delivered by The Brink's Company (the "Company") and Wachovia Bank,

National Association (the "Trustee") in connection with the issuance of

$43,160,000 aggregate principal amount of Coal Terminal Revenue Refunding Bonds

(Dominion Terminal Associates Project--Brink's Issue), Series 2003 (the "Bonds")

of Peninsula Ports Authority of Virginia (the "Issuer"). The Bonds are being

issued pursuant to an Indenture of Trust, dated as of September 1, 2003, between

the Issuer and the Trustee (the "Indenture"). The Issuer and Dominion Terminal

Associates (the "Partnership") have entered into a Loan Agreement that has been

pledged and assigned by the Issuer to the Trustee for purposes of enforcement.

Pittston Coal Terminal Corporation ("Pittston"), an indirect wholly-owned

subsidiary of the Company, has agreed to make payments to the Partnership of

amounts sufficient to enable it to pay the principal of and premium, if any, and

interest on the bonds ("Debt Service") pursuant to an Amended and Restated

Throughput and Handling Agreement dated as of July 1, 1987, as amended, among

Pittston, the Partnership and certain other companies named therein (the

"Throughput Agreement"). Payment of Debt Service has been guaranteed by the

Company to the Trustee, for the benefit of the Bondholders, pursuant to a Parent

Company Guaranty Agreement dated as of September 1, 2003 (the "Guaranty

Agreement") between the Company and the Trustee. The Company and the Trustee

covenant and agree as follows:

 SECTION 1. Purpose of the Disclosure Undertaking. This Disclosure

Undertaking is being executed and delivered by the Company and the Trustee for

the benefit of the Beneficial Owners of the Bonds and in order to assist the

Participating Underwriters, as defined in Rule 15c2-12 of the Securities and

Exchange Commission (the "SEC"), in complying with Section (b)(5) of the Rule.

The Company is an "obligated person" within the meaning of the Rule. As required

by the Rule, this Disclosure Undertaking is enforceable by Beneficial Owners of

the Bonds pursuant to Section 10 of this Disclosure Undertaking.

 SECTION 2. Definitions. In addition to the definitions set forth in the

Indenture, which apply to any capitalized term used in this Disclosure

Undertaking, the following capitalized terms shall have the following meanings:

 "Virginia State Repository" shall mean any public or private

 repository or entity as may be designated by the Commonwealth of Virginia

 as a state repository for the purpose of the Rule and recognized as such by

 the SEC. Currently there is no Virginia State Repository.

 "Annual Financial Information" shall mean the annual financial

 information provided by the Company pursuant to, and as described in,

 Sections 3 and 4 of this Disclosure Undertaking.

 "Beneficial Owner" shall mean any person which has the power, directly

 or indirectly, to vote or consent with respect to, or to dispose of

 ownership of, any Bonds, including persons holding Bonds through nominees

 or depositories.

<PAGE>

 "Company Disclosure Representative" shall mean an authorized officer

 of the Company or a designee, or such other officer or employee as the

 Company shall designate in writing to the Trustee from time to time.

 "MSRB" shall mean the Municipal Securities Rulemaking Board

 established in accordance with the provisions of Section 15B(b(1) of the

 1934 Act.

 "National Repository" shall mean any Nationally Recognized Municipal

 Securities Information Repository for purposes of the Rule. Currently, the

 following are National Repositories:

 Bloomberg Municipal Repository

 100 Business Park Drive

 Skillman, New Jersey 08558

 Phone: (609) 279-3225

 Fax: (609) 279-5962

 http://www.bloomberg.com/markets/muni\_contactinfo.html

 Email: munis@bloomberg.com

 DPC Data Inc.

 One Executive Drive

 Fort Lee, NJ 07024

 Phone: (201) 346-0701

 Fax: (201) 947-0107

 http://www.dpcdata.com

 Email: nrmsir@dpcdata.com

 FT Interactive Data

 Attn: NRMSIR

 100 Williams Street

 New York, New York 10038

 Phone: (212) 771-6999

 Fax: (212) 771-7390 (Secondary Market Information)

 (212) 771-7391 (Primary Market Information)

 http://www.interactivedata.com Email: nrmsir@ftid.com

 Standard & Poor's J. J. Kenny Repository

 55 Water Street

 45th Floor

 New York, NY 10041

 Phone: (212) 438-4595

 Fax: (212) 438-3975

 www.jjkenny.com/jjkenny/pser\_descrip\_data\_rep.html

 Email: nrmsir\_repository@sandp.com

 2

<PAGE>

 "Repository" shall mean each National Repository and the Virginia

 State Repository, if any.

 "Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the

 Securities Exchange Act of 1934, as the same may be amended from time to

 time ("1934 Act").

 "Specified Events" shall mean any of the events with respect to the

 Bonds listed in Section 5(a) of this Disclosure Undertaking.

 SECTION 3. Provision of Annual Financial Information.

 (a) The Company shall provide to each Repository and to the

Trustee its Annual Financial Information in compliance with the requirements of

Section 4 of this Disclosure Undertaking no later than 10 days after the time it

is required to file its Form 10-K with the SEC (as such time may be extended),

or 120 days after the end of its fiscal year (whichever is later) subject to the

grace period provided in subsection (c), for so long as the Company is required

to file reports under the 1934 Act. The Company Disclosure Representative shall

advise the Trustee of the Company's calculation of the applicable due date in

order for the Trustee to comply with subsection (c). The Company may satisfy

such obligations by providing to each National Repository and the Virginia State

Repository, if any, an annual written notice indicating that the annual filing

of Form 10-K filed with the SEC in accordance with SEC rules under the 1934 Act

constitute the Company's Annual Financial Information for such year.

 (b) The Company will prepare its Annual Financial Information in

accordance with those accounting principles applicable to the periodic reports

it is required to file with the SEC.

 (c) If, on the date specified in subsection (a) for providing

the Annual Financial Information to Repositories, the Trustee has not received a

copy of the Annual Financial Information, the Trustee shall contact the Company

Disclosure Representative to determine if the Company is in compliance with

subsection (a). If the Company advises the Trustee that it has not filed its

Annual Financial Information within a grace period of 10 Business Days after

being contacted by the Trustee, the Trustee shall file a notice with the

Repositories generally as set forth in Exhibit A and as required by Rule

15c2-12(b)(5)(i)(D) and with a copy to the Issuer.

 SECTION 4. Content of Annual Financial Information. The Company's Annual

Financial Information shall consist of financial information and operating data

contained in Form 10-K referenced in the Official Statement including audited

financial statements which the Company has filed or is permitted to file under

the 1934 Act.

 SECTION 5. Reporting of Specified Events.

 (a) This Section 5 shall govern the giving of notices of the

occurrence of any of the following events with respect to the Bonds, if

material:

 1. principal and interest payment delinquencies;

 3

<PAGE>

 2. non-payment related defaults;

 3. unscheduled draws on debt service reserves reflecting

 financial difficulties;

 4. unscheduled draws on credit enhancements reflecting financial

 difficulties;

 5. substitution of credit or liquidity providers, or their

 failure to perform;

 6. adverse tax opinions or events affecting the tax-exempt status

 of the security;

 7. modifications to rights of security holders;

 8. bond calls;

 9. defeasances;

 10. release, substitution, or sale of property securing repayment

 of the securities; and

 11. rating changes.

 (b) The Trustee, upon obtaining actual knowledge of the occurrence

of any of the Specified Events, shall promptly contact the Company Disclosure

Representative, shall inform such person of any Specified Event that has

occurred, and shall request that the Company promptly notify the Trustee in

writing whether to report the event pursuant to subsection (e).

 (c) If the Company determines that the occurrence of a Specified

Event is material, the Company Disclosure Representative shall promptly notify

the Trustee in writing. Such notice shall instruct the Trustee to report the

occurrence pursuant to subsection (e).

 (d) If the Company determines that the occurrence of a Specified

Event is not material, the Company Disclosure Representative shall so notify the

Trustee in writing and instruct the Trustee not to report the occurrence

pursuant to subsection (e).

 (e) If the Trustee has been instructed by the Company

Disclosure Representative to report the occurrence of a Specified Event, the

Trustee shall file a notice of such occurrence with each National Repository or

the MSRB and the Virginia State Repository, if any. The Trustee shall not be

obligated to report the occurrence of a Specified Event if there is no

instruction from the Company Disclosure Representative. Notwithstanding the

foregoing:

 (i) notice of the occurrence of a Specified Event described in

 subsections (a)(1), (4) or (5) shall be given by the Trustee unless

 the Company Disclosure Representative gives the Trustee affirmative

 instructions not to disclose such occurrence; and

 4

<PAGE>

 (ii) notice of Specified Events described in subsections (a)(8)

 and (9) need not be given under this subsection any earlier than the

 notice (if any) of the underlying event is given to Beneficial Owners

 of affected Bonds pursuant to the Indenture.

 SECTION 6. Termination of Reporting Obligation. The Company's obligations

under this Disclosure Undertaking shall terminate if the Company is no longer an

obligated person within the meaning of the Rule. The Company's obligations under

this Disclosure Undertaking shall terminate upon the maturity, defeasance, prior

redemption or payment in full of all of the Bonds.

 SECTION 7. Substitution of Obligated Person. The Company shall not transfer

its obligations under the Guaranty Agreement unless the transferee agrees to

assume all the obligations of the Company under this Disclosure Undertaking.

 SECTION 8. Amendment: Waiver. Notwithstanding any other provision of this

Disclosure Undertaking, the Company and the Trustee may amend this Disclosure

Undertaking (and the Trustee shall consent in its discretion (such consent not

to be unreasonably withheld) to any amendment so requested by the Company), and

any provision of this Disclosure Undertaking may be waived, if such amendment or

waiver is supported by an opinion of counsel reasonably acceptable to each of

the Company and the Trustee, to the effect that such amendment or waiver would

not, in and of itself, cause the undertakings herein to violate the Rule taking

into account any subsequent change in or official interpretation of the Rule.

 SECTION 9. Additional Information. Nothing in this Disclosure Undertaking

shall be deemed to prevent the Company from disseminating any other information,

using the means of dissemination set forth in this Disclosure Undertaking or any

other means of communication, or including any other information in any Annual

Financial Information or notice of occurrence of a Specified Event, in addition

to that which is required by this Disclosure Undertaking. If the Company chooses

to include any information in any Annual Financial Information or notice of

occurrence of a Specified Event in addition to that which is specifically

required by this Disclosure Undertaking, the Company shall have no obligation

under this Agreement to update such information or include it in any future

Annual Financial Information or notice of occurrence of a Specified Event.

 SECTION 10. Default. (a) In the event of a failure of the Company to

provide to the Repositories the Annual Financial Information as undertaken by

the Company in this Disclosure Undertaking, the Beneficial Owner of any Bonds

may take such actions as may be necessary and appropriate, including seeking

mandamus or specific performance by court order, to cause the Company to comply

with its obligations to provide Annual Financial Information or notices under

this Disclosure Undertaking.

 (b) Notwithstanding the foregoing, no Beneficial Owner of the

Bonds shall have the right to challenge the content or adequacy of the

information provided pursuant to Sections 3, 4 or 5 of this Disclosure

Undertaking by mandamus, specific performance or other equitable proceedings

unless the Company shall have been given ninety (90) days written notice by a

Beneficial Owner of the Bonds to remedy the alleged inadequacy of the

information provided and unless Beneficial Owners of Bonds representing at least

25% aggregate principal amount of Outstanding Bonds shall join in such

proceedings.

 5

<PAGE>

 (c) A default under this Disclosure Undertaking shall not be

deemed an Event of Default under the Indenture or the Bonds, and the sole remedy

under this Disclosure Undertaking in the event of any failure of the Company or

the Trustee to comply with this Disclosure Undertaking shall be an action to

compel performance.

 SECTION 11. Duties, Immunities and Liabilities of Trustee. Article IX of

the Indenture is hereby made applicable to this Disclosure Undertaking as if

this Disclosure Undertaking were (solely for this purpose) contained in the

Indenture. The Trustee shall have only such duties as are specifically set forth

in this Disclosure Undertaking, and the Company agrees to indemnify and save the

Trustee, its officers, directors, employees and agents, harmless against any

liabilities which it may incur arising out of or in the exercise or performance

of its powers and duties hereunder, including the costs and expenses (including

attorneys fees and expenses) of defending against any claim of liability, but

excluding liabilities due to its own negligence or willful misconduct.

 SECTION 12. Beneficiaries. This Disclosure Undertaking shall inure solely

to the benefit of the Company, the Trustee and Beneficial Owners from time to

time of the Bonds, and shall create no rights in any other person or entity.

 SECTION 13. Counterparts. This Disclosure Undertaking may be executed in

several counterparts, each of which shall be an original and all of which shall

constitute but one and the same instrument.

 SECTION 14. Governing Law. This Disclosure Undertaking shall be governed by

the laws of the State of New York.

 6

<PAGE>

Date: September 24, 2003

 THE BRINK'S COMPANY

 By /s/ James B. Hartough

 ---------------------------------------------

 Name: James B. Hartough

 Title: Vice President--Corporate Finance

 and Treasurer

 WACHOVIA BANK, NATIONAL ASSOCIATION, as Trustee

 By /s/ Elizabeth A. Boyd

 ---------------------------------------------

 Name: Elizabeth A. Boyd

 Title: Corporate Trust Officer

 7

<PAGE>

 EXHIBIT A

 NOTICE TO REPOSITORIES REGARDING

 FINANCIAL INFORMATION

Name of Issuer: Peninsula Ports Authority of Virginia

Name of Bond Issue: $43,160,000 Coal Terminal Revenue Refunding Bonds

 (Dominion Terminal Associates Project--Brink's

 Issue) Series 2003

Name of Company: The Brink's Company

Date of Issuance: September 24, 2003

 NOTICE IS HEREBY GIVEN that the Company has not yet provided Annual

Financial Information with respect to the above-named Bonds. The Company

anticipates that the Annual Financial Information will be filed by [date].

Dated:

 ----------------------------

 Wachovia Bank, National Association,

 on behalf of THE BRINK'S COMPANY

More at **agreements.org**