

ALVORD AND ALVORD PLLC

ATTORNEYS AT LAW

1050 SEVENTEENTH STREET, N.W.

SUITE 301

WASHINGTON, D.C.

20036

PHONE: (202) 393-2266

FAX: 1-855-600-2836

E-MAIL: alvord@alvordlaw.com

WEBSITE: www.alvordlaw.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

December 24, 2015

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

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement, dated as of December 23, 2015, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lender: Bridge Capital Leasing, Inc.
215 Schilling Circle, Suite 100
Hunt Valley, MD 21031

Borrower: Dana Transport, Inc.
210 East Essex Avenue
Avenel, New Jersey 07001

A description of the equipment covered by the enclosed document is:

9 tank cars: DNAX 300001 – DNAX 300009.

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

Memorandum of Loan and Security Agreement.

Section Chief
December 24, 2015
Page 2

Also enclosed is a check in the amount of \$43.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF LOAN AND SECURITY AGREEMENT, dated as of December 23, 2015, by and between **DANA TRANSPORT, INC.**, a New Jersey corporation, as borrower ("**Borrower**"), and **BRIDGE CAPITAL LEASING, INC.**, as lender ("**Lender**" and, together with Borrower, the "**Parties**"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Loan Agreement (defined below).

WHEREAS, pursuant to a Purchase and Sale Agreement, dated as of November 24, 2015, by and between VTG Rail ("Seller"), and Borrower, as purchaser, Seller sold to Borrower eight (8) tank railcars non-jacketed, uninsulated, non-coiled DOT111A tank railcars described in Exhibit A hereto and pursuant to the Purchase and Sale Agreement, dated as of October 20, 2015, by and between TransMatrix, Inc. ("Seller"), and Borrower, as purchaser, Seller sold to Borrower one (1) 30,000 gallon, non-coiled, non-insulated DOT111A tank railcar described in Exhibit A hereto (collectively with the VTG Rail railcars, the "**Railcars**").

WHEREAS, Borrower and Lender have entered into that certain Loan and Security Agreement No.01, dated the date hereof (the "Loan and Security Agreement"), pursuant to which Lender has made a loan to Borrower, secured by all Borrower's present and future right, title, and interest in, to, and under the following:

- (1) the Railcars;
- (2) all additions, attachments, accessories and accessions thereto whether or not furnished by the supplier of the Railcars;
- (3) any and all substitutions, replacements or exchanges for the Railcars, and
- (4) any and all insurance in respect of the Railcars;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid Loan and Security Agreement, and the respective interests therein of the Parties;

NOW, THEREFORE, to accomplish the foregoing, the Parties are filing this Memorandum of Loan and Security Agreement with the STB pursuant to 49 USC Section 11301(a).

This Memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

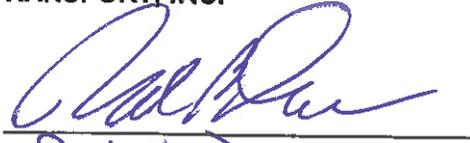
[remainder of this page intentionally left blank]

I certify that I hold the title set forth below, that this instrument was signed on behalf of Borrower and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Borrower. I further declare under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their duly authorized officers as of the date set forth above.

DANA TRANSPORT, INC.

By:
Name:
Title:



RONALD S. DANA
PRESIDENT

I certify that I hold the title set forth below, that this instrument was signed on behalf of Lender and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Lender. I further declare under penalty of perjury that the foregoing is true and correct.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their duly authorized officers as of the date set forth above.

BRIDGE CAPITAL LEASING, INC.

By:
Name:
Title:

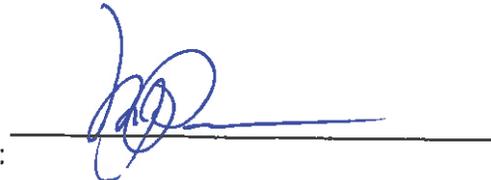


EXHIBIT A

Description of Railcars

Eight (8) non-jacketed, uninsulated, non-coiled DOT111A bearing reporting marks: DNAX 300001-300008 inclusive and one (1) 30,000 gallon, non-coiled, non-insulated DOT111A tank railcar bearing reporting mark DNAX 300009.

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: December 24, 2015

Edward M Luria

Edward M. Luria