

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036  
—  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

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

October 21, 2016

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 Agreement, dated as of October 20, 2016, 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: PNC Equipment Finance, LLC  
One PNC Plaza, 10<sup>th</sup> Floor  
249 Fifth Avenue  
Pittsburgh, PA 15222

Guarantor: Cryo-Trans, Inc  
Three Hill Street  
Mt. Airy, MD 21771

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

100 railcars: CRYX 8001 – CRYX 8100.

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

Memorandum of Agreement.

Section Chief  
October 21, 2016  
Page 2

Also enclosed is a check in the amount of \$45.00 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 AGREEMENT**

**dated as of October 20, 2016**

**between**

**CRYO-TRANS, INC.,  
as Guarantor,**

**and**

**PNC EQUIPMENT FINANCE, LLC,  
as Lender**

---

**Surface Transportation Board**

## MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made and entered into as of October 20, 2016, by and between PNC EQUIPMENT FINANCE, LLC ("Lender") and CRYO-TRANS, INC. ("Guarantor"), with reference to the following:

1. Lender has agreed to make a loan pursuant to that certain Rail Equipment Loan Agreement dated as of October 20, 2016 (the "**Agreement**"), between Lender and Marvin H. Weiner ("**Borrower**"), and the obligations of Borrower thereunder are to be guaranteed by Guarantor pursuant to that certain Agreement of Guaranty dated as of October 20, 2016 (together with all of the schedules and other attachments thereto, collectively, the "**Guaranty**"), which Guaranty is to be secured by those certain railcars described on Exhibit No. 1 attached hereto.

All of such railcars are more fully described in that certain Collateral Schedule dated as of October 20, 2016, executed pursuant to the Agreement; together with any and all leases, interchange or utilization agreements (including, without limitation, that certain Railcar Utilization Agreement between Debtor and G3 Enterprises, Inc. dated September 29, 2015 solely with respect to those certain railcars with road numbers CRYX 8001 through 8100, inclusive, as now or hereafter amended), solely to the extent relating to such railcars, and any and all replacements, substitutions and exchanges therefor and thereof.

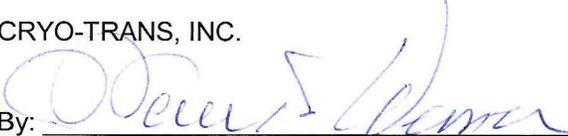
2. The Guaranty shall be effective as of the date hereof.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



CRYO-TRANS, INC.

By:   
Name: Marvin H. Weiner  
Title: President

STATE OF MARYLAND )  
COUNTY OF Baltimore ) ss.

On this 26<sup>th</sup> day of September 2016, before me appeared Marvin H. Weiner, the person who signed this instrument, who acknowledged that he is the President of CRYO-TRANS, INC. and that, being duly authorized, he signed such instrument as a free act on behalf of said corporation.

  
Notary Public

My commission expires:  
July 20, 2020

**EXHIBIT NO. 1  
TO MEMORANDUM OF AGREEMENT**

**DESCRIPTION OF RAILCARS AND REPORTING MARKS**

**Year of Manufacture, Make and Model**

2016 THE GREENBRIER  
COMPANIES/GUNDERSON, LLC, 68 foot  
6 inch interior, insulated railcars

**Road Number**

CRYX 8001 through 8100, inclusive

**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: October 24, 2016

*Edward M Luria*

Edward M. Luria