

JULY 28, 2015 04:45 PM

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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](mailto:alvord@alvordlaw.com)

WEBSITE: [www.alvordlaw.com](http://www.alvordlaw.com)

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

July 28, 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 July 28, 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:

35 covered hopper railcars: DNAX 585121 – DNAX 585129, inclusive, and  
DNHX 585054 – DNHX 585079, inclusive.

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

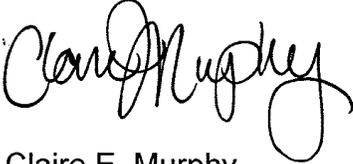
Memorandum of Loan and Security Agreement.

Section Chief  
July 28, 2015  
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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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looped "M".

Claire E. Murphy

CEM  
Enclosures

**MEMORANDUM OF LOAN AND SECURITY AGREEMENT**, dated as of July ~~28~~, 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 May 07, 2015, by and between GE Railcar Services Corp. ("**Seller**"), and Borrower, as purchaser, Seller sold to Borrower thirty-five (35) railcars AAR Type C214 covered hopper railcars described in Exhibit A hereto (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 B. 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: \_\_\_\_\_

  
M. POWERS  
SVP

EXHIBIT A

Description of Railcars

Thirty-five (35) Type C214 5851 cubic foot quadruple covered hopper railcars bearing reporting marks: DNAX 585121, DNAX 585122, DNAX 585123, DNAX 585124, DNAX 585125, DNAX 585126, DNAX 585127, DNAX 585128, DNAX 585129, DNHX 585054, DNHX 585055, DNHX 585056, DNHX 585057, DNHX 585058, DNHX 585059, DNHX 585060, DNHX 585061, DNHX 585062, DNHX 585063, DNHX 585064, DNHX 585065, DNHX 585066, DNHX 585067, DNHX 585068, DNHX 585069, DNHX 585070, DNHX 585071, DNHX 585072, DNHX 585073, DNHX 585074, DNHX 585075, DNHX 585076, DNHX 585077, DNHX 585078, DNHX 585079.

**CERTIFICATION**

I, Claire E. Murphy, an attorney licensed to practice in the State of New Jersey, 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: July 28, 2015

  
\_\_\_\_\_  
Claire E. Murphy