

LAW OFFICES

MILES & STOCKBRIDGE

10 LIGHT STREET

BALTIMORE, MARYLAND 21202

301-727-6464

TELECOPIER 301-385-3700

101 BAY STREET  
EASTON, MARYLAND 21601

11350 RANDOM HILLS ROAD  
FAIRFAX, VIRGINIA 22030

30 WEST PATRICK STREET  
FREDERICK, MARYLAND 21701

22 WEST JEFFERSON STREET  
ROCKVILLE, MARYLAND 20850

401 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204

1701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006

May 25, 1989

Secretary of the Interstate  
Commerce Commission  
12th Street and Constitution  
Avenue, N.W.  
Washington, D.C. 20423  
Attn: Mildred Lee, Suite 2303

REGISTRATION NO 16375

JUN 7 1989 3 00 PM

INTERSTATE COMMERCE COMMISSION

6/17/89  
Date  
13:00  
CC Washington

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Confirmatory Security Agreement, primary document, dated May 10, 1989.

The names and addresses of the parties to this document are as follows:

Secured Party: Maryland National Bank  
2328 West Joppa Road  
Lutherville, Maryland 21093  
Attn: M. Kevin Kearney

Debtor: Cryo-Trans, Inc.  
Three Hill Street  
Mt. Airy, Maryland 21771  
Attn: Marvin H. Weiner

A description of the property covered by the Confirmatory Security Agreement is as follows: all those certain railroad boxcars with reporting marks CRYX 1000 through and including CRYX 1203, and all future contracts, leases, and agreements relating thereto.

A fee of \$13.00 is enclosed pursuant to 49 CFR Section 1002.2, Subsection (F)(84). Please return the original and any extra copies not needed by the Commission for recordation to Edgar C. Snow, Jr., Miles & Stockbridge, 10 Light Street, Suite 800, Baltimore, Maryland 21202 (301-385-3456).

A short summary of the document to appear in the index is as follows: "Confirmatory Security Agreement between Maryland National Bank, 2328 West Joppa Road, Lutherville, Maryland

JUN 7 2 59 PM '89  
RECORDING UNIT

Secretary of the Interstate  
May 25, 1989  
Page 2

MILES & STOCKBRIDGE

21093, Attn: M. Kevin Kearney as Secured Party, and Cryo-Trans, Inc., Three Hill Street, Mt. Airy, Maryland 21771, Attn: Marvin H. Weiner as Debtor, dated May 10, 1989 and covering 203 Railroad Boxcars."

Sincerely yours,

A handwritten signature in black ink, reading "Edgar C. Snow, Jr." in a cursive style.

Edgar C. Snow, Jr.

ECSJr.:mlb  
Enclosures

LAW OFFICES

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TOWSON, MARYLAND 21204

1701 PENNSYLVANIA AVENUE, N.W.  
WASHINGTON, D.C. 20006

June 2, 1989

via CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED

Ms. Mildred Lee  
Interstate Commerce Commission  
12th Street and Constitution  
Avenue, N.W.  
Suite 203  
Washington, D.C. 20423

Re: Weiner

Dear Mildred:

Enclosed please find a check in the amount of \$13.00 in connection with the above-referenced matter.

In the event you have any questions or comments, do not hesitate to call.

Sincerely yours,



Edgar C. Snow

ECS:mlb  
Enclosure

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/8/89

OFFICE OF THE SECRETARY

Edgar G. Snow, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

Dear  
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/7/89 at 3:00pm, and assigned rec-  
ordation number(s). 16375

Sincerely yours,

*Narta R. McEua*

Secretary

Enclosure(s)

JUN 7 1989 3 00 PM

**INTERSTATE COMMERCE COMMISSION**  
**CONFIRMATORY SECURITY AGREEMENT**

THIS CONFIRMATORY SECURITY AGREEMENT (the "Agreement") is made as of the TENTH day of May, 1989, by and between CRYO-TRANS, INC., a Maryland close corporation without a board of directors (the "Guarantor"), and MARYLAND NATIONAL BANK, a national banking association (the "Bank").

**R E C I T A L S**

A. The Guarantor and the Bank have entered into a Loan Agreement dated February 24, 1989 (the "Loan Agreement"). The Guarantor and the Bank have also entered into a Security Agreement dated February 24, 1989 (the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, the Guarantor has mortgaged, granted and assigned to the Bank, a security interest in all right, title, and interest of the Guarantor in certain two hundred three (203) railroad box cars as listed on Schedule A attached hereto and made a part hereof (the "203 Railroad Cars") and other certain assets of the Guarantor associated with or relating to the 203 Railroad Cars.

C. Pursuant to Section 6.12 of the Security Agreement, the Bank desires to have its security interest in the 203 Railroad Cars confirmed by this Agreement identifying the 203 Railroad Cars and in such form that it may be recorded among the Interstate Commerce Commission Office records.

**A G R E E M E N T S**

1. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Guarantor does hereby mortgage, grant and assign to the Bank, a security interest in all of the following property and assets of the Guarantor, but only to the extent that property and those assets relate to the 203 Railroad Cars wherever situated (the "Collateral"):

A. All of the 203 Railroad Cars, whether those 203 Railroad Cars are now owned or are hereafter acquired; and all of the following relating in any way to the 203 Railroad Cars: (i) all equipment, fixtures, inventory, both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, and all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed to that inventory or to the 203 Railroad Cars and/or used in connection therewith and all replacements thereof and substitutions therefor (the "Inventory"); and (ii) all accounts, contract rights, chattel paper, instruments and documents, both now owned and hereafter created or acquired (individually, an "Account" and collectively "Accounts"); (iii) all general

intangibles (including, without limitation, all books and records, things in action, contractual rights, goodwill, rights to performance, copyrights, trademarks, licenses and patents), both now owned and hereafter acquired; and (iv) all notes, notes receivable, drafts, acceptances, and similar instruments and documents, both now owned and hereafter created or acquired.

B. All proceeds (cash and non-cash) and products under Subparagraph A above and all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an Account and all cash and non-cash proceeds and products of all such goods.

2. This security interest is granted in conjunction with the security interest granted to the Bank as set forth in the Security Agreement, of which this Agreement is a part.

3. Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Guarantor has caused this Agreement to be duly executed under seal by its officer thereunto duly authorized as of the 10th day of May, 1989.

WITNESS:

Mary E. Murdy

CRYO-TRANS, INC.

By: Marvin H. Weiner (SEAL)  
Marvin H. Weiner  
President

WITNESS:

MARYLAND NATIONAL BANK

Merissa A. Hender

By: M. Kevin Kearney (SEAL)  
M. Kevin Kearney  
Assistant Vice President

STATE OF MARYLAND, County OF HOWARD, TO WIT:

I hereby certify, that on this 10th day of May, 1989, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Marvin H. Weiner, who acknowledged himself to be President of Cryo-Trans, Inc., a close corporation, known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly

SCHEDULE A

All those certain railroad boxcars with reporting marks CRYX 1000 through and including CRYX 1203.

authorized President of said corporation by signing the name of the corporation by himself as President.

AS WITNESS my hand and notarial seal.

Mary E. Mundy  
Notary Public

My Commission Expires:

STATE OF MARYLAND, County OF Baltimore, TO WIT:

I hereby certify, that on this 12<sup>th</sup> day of May, 1989, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared M. Kevin Kearney, an Assistant Vice President of Maryland National Bank, a national banking association, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and, acknowledged that he executed the same for the purposes therein contained as the duly authorized officer of said Bank by signing the name of the Bank by himself as Assistant Vice President.

AS WITNESS my hand and notarial seal.

Shirley A. Healer  
Notary Public

My Commission Expires: 7-1-90