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N. DAVID RAHAL  
WILLIAM E. MILLER, JR.  
CHARLES W. RUBENDALL II  
ROBERT L. WELDON  
EUGENE E. PEPINSKY, JR.  
THOMAS E. WOOD  
JOHN H. ENOS III  
GARY E. FRENCH  
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BRADFORD DORRANCE  
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R. SCOTT SHEARER  
JEFFREY F. SMITH  
DONALD M. LEWIS III  
BRIDGET M. WHITLEY  
KAREN J. BROTHERS  
BRENDA S. LYNCH

# KEEFER, WOOD, ALLEN & RAHAL

210 WALNUT STREET  
MAILING ADDRESS - P. O. BOX 11963  
HARRISBURG, PA. 17108-1963  
IRS No. 23-0716135

ESTABLISHED IN 1878  
HULL, LEIBY AND METZGER  
(1943-1966)  
METZGER, HAFER, KEEFER,  
THOMAS AND WOOD  
(1966-1977)

April 8, 1996

WILLIAM H. WOOD  
SAMUEL C. HARRY  
OF COUNSEL

FAX (717) 255-8050

TELEPHONE (717) 255-8000

WRITER'S DIRECT DIAL:

255-8051

20012

APR 11 1996 9:22 AM

COMMISSION

Document Recordation  
Surface Transportation Board  
12th Street and Constitution Avenue, N.W.  
Washington, D.C. 20423

Re: Recordation of Equipment Lien

Dear Sir or Madam:

Enclosed for recordation pursuant to the provisions 49 U.S.C. Section 11303(a) are three (3) copies of a Security Agreement-Specific Collateral, dated as of April 2, 1996, a primary document as defined in the Commission's Rules for Recordation of Documents under 49 C.F.R. Section 1177.

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

Debtor: CRYO-TRANS, INC.  
Three Hill Street  
P.O. Box 417  
Mt. Airy, MD 21771

Secured Party: FARMERS BANK, A DIVISION OF  
DAUPHIN DEPOSIT BANK AND TRUST COMPANY  
13 Baltimore Street  
Hanover, PA 17331

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

9 Railroad Box Cars with Reporting Marks  
CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive

Secretary - Document Recordation  
Page 2

A short summary of the security agreement to appear in the index follows:

Security Agreement between Cryo-Trans, Inc.  
(owner of the railroad equipment) and Farmers  
Bank, A Division of Dauphin Deposit Bank and  
Trust Company (lender and secured party)  
dated April 2, 1996 relating to 9 Railroad  
Box Cars with Reporting Marks CRYX 1400 and  
CRYX 1421 - CRYX 1428 inclusive

A fee of \$21.00 is enclosed for recording the primary documents enclosed. Please return the originals and any extra copies of these documents not needed by the Board for recordation to:

Eugene E. Pepinsky, Jr., Esquire  
Keefer, Wood, Allen & Rahal  
210 Walnut Street, P.O. Box 11963  
Harrisburg, PA 17108-1963

Should you have any questions regarding this request or need any additional information, please contact the undersigned at 717-255-8051.

Very truly yours,

KEEFER, WOOD, ALLEN & RAHAL

By



Eugene E. Pepinsky, Jr.

EEP/dlr  
Enclosures

Schedule "A"

9 Railroad Box Cars with Reporting Marks  
CRYX 1400 and CRYX 1421 - CRYX 1428 inclusive

CERTIFICATION

I am an attorney for Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company, a party to the transactions represented by the following primary document being recorded today: Security Agreement-Specific Collateral dated April 2, 1996, between CRYO-TRANS, INC. and FARMERS BANK, A DIVISION OF DAUPHIN DEPOSIT BANK AND TRUST COMPANY. I have compared the copies with the original and found the copies to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



\_\_\_\_\_  
Eugene E. Pepinsky, Jr.

Dated: April 2, 1996

Sworn to and subscribed  
before me this 8<sup>th</sup> day  
of April, 1996.

Marjorie L. Johnson  
Notary Public

NOTARIAL SEAL MARJORIE L. JOHNSON, Notary Public City of Harrisburg, Dauphin County My Commission Expires March 8, 1999
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Security Agreement-Specific Collateral

20012



DIVISION OF DAUPHIN DEPOSIT BANK MEMBER FDIC

APR 11 1996 9:44 AM

COMMISSION Date April 2, 1996

CRYO-TRANS, INC. Three Hill Street, P.O. Box 417, Mt. Airy, Frederick Co., MD
(Name of Borrower) (No. & Street) (City) (County) (State)

(herein called "Borrower"), by this Agreement (the "Agreement") hereby grants to FARMERS BANK, a Division of Dauphin Deposit Bank and Trust Company, (herein called "Bank") a present and continuing security interest in the following described Collateral, together with all necessary equipment, parts, accessories, attachments, additions, accessions to, substitutions for and all replacements thereof, products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the Collateral, cash proceeds, non-cash proceeds, cash proceeds acquired with non-cash proceeds and proceeds of proceeds; now or hereafter installed in, affixed to or used in connection with said Collateral (herein collectively called the "Collateral").

Description of Collateral

Schedule A

Suretyship

1. The interest of Bank in the Collateral shall secure Borrower's obligation to pay: (a) the sum of Borrower (the "Note"), of even date herewith, payable to Bank, in the face amount of One Million Three Hundred Fifty Thousand Dollars (\$ 1,350,000.00----- ),

with interest thereon if therein specified, payable in full on or before April 2, 2001 including any extensions, renewals, refinancings and modifications thereof and substitutions therefor; (b) all costs and expenses incurred by Bank in the collection and enforcement of the Note and other indebtedness of Borrower to Bank described herein and the security therefor; (c) all expenditures of Bank for taxes, levies, insurance, repairs to and maintenance of the Collateral; (d) all other amounts due to Bank; and (e) interest on all of the foregoing. The term "indebtedness", as used herein, means the Borrower's obligations to Bank stated above.

If the Collateral is or is to be affixed to realty, the address, the record owner and the record reference is as follows:

COVENANTS OF BORROWER:

2. Borrower warrants that its principal place of business is located at the address set forth at the beginning of this Agreement, that the Collateral will be held by Borrower at that address and that all of Borrower's records concerning the Collateral are and will be maintained at that address; Borrower shall not change the place where it maintains the Collateral without Bank's written consent.

If not at principal place of business, the Collateral will be located at \_\_\_\_\_

3. Borrower agrees that it assumes full responsibility for preservation of the Collateral, including taking any steps necessary to preserve any right of Borrower or Bank in it against prior parties, whether or not Bank is then in possession of the Collateral. With respect to Collateral in its possession, Bank shall be deemed to have exercised reasonable care, except as to any action Borrower shall reasonably request in writing; no omission to do any act not requested by Borrower shall be deemed a failure to exercise reasonable care, and no omission to comply with any request of Borrower shall of itself be deemed a failure to exercise reasonable care.

4. Borrower agrees to maintain insurance on the Collateral in amounts and in companies satisfactory to Bank, insuring against such hazards as shall be required by Bank. Bank may require that the policies of such insurance shall contain such Lender's Loss Payable Clauses executed in favor of Bank as Bank may require and under which all losses thereunder shall be paid first to Bank as its interest may appear and then to Borrower. Borrower will furnish to Bank any original policies of insurance, original certificates of insurance or such other evidence of insurance as Bank may require. Borrower hereby agrees that in the event Borrower fails to procure or cause to be procured any such insurance or to pay or cause to be paid the premium on any such insurance, Bank may do so for Borrower and add any such amounts to the principal sum owed by Borrower to Bank. Borrower hereby assigns to Bank any returned or unearned premiums which may be due to Borrower upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Borrower's Attorney-in-fact to endorse any draft or check which may be payable to Borrower in order to collect such returned or unearned premiums or the proceeds of such insurance; any amounts so collected may be applied by Bank to any amount then owing by Borrower to Bank.

5. Borrower will do or permit to be done all things necessary to perfect the security interest created hereunder in the Collateral and will pay all costs of filing any financing, continuation, or termination statement with respect to the security interest created by this Agreement; Bank is hereby appointed Borrower's Attorney-in-fact to do all things which Bank may deem necessary to perfect or to continue existing perfection in any security interest created by this Agreement and to protect the Collateral. Whenever, and as frequently as requested by Bank, Borrower will execute and deliver to Bank, in the form satisfactory to Bank, any financing statement, subordination agreement or other instrument, accompanied by such information and by such other documents and/or copies thereof as required by Bank, and to take such other action as Bank may deem necessary to perfect Bank's security interest against the rights or interests of third persons.

FURTHER COVENANTS OF BORROWER:

6. Borrower further warrants, covenants and agrees as follows:

(a) That, unless otherwise noted in this Agreement, the Collateral shall at all times be considered as personalty; that the collateral is not and will not be so affixed or related to the realty of Borrower or of any other person as to be a part thereof or become in any sense a fixture, or if the Collateral has become a fixture before Bank's security interest therein is perfected and the Collateral is or may become subject to a lien on said real estate, that Borrower will arrange to subordinate the lien on real estate to the rights and priorities of Bank's security interest hereunder; if the Collateral is or may become subject to the lien of a landlord, that Borrower will, on demand of Bank, furnish a landlord's waiver satisfactory to Bank.

(b) Borrower has or will acquire title to the Collateral and will at all times keep the Collateral free of all liens and encumbrances, except the security interest created hereby, and has full power and authority to execute this Agreement, to perform Borrower's obligations hereunder, and to subject the Collateral to the security interest created hereby. No financing statement covering all or any part of the Collateral, except any which may have been filed by Bank, is on file in any public office. Neither the execution of this Agreement nor the perfection of the interest created herein will breach any other agreement to which the Borrower is a party.

(c) Borrower will at all times keep accurate and complete records of Collateral and the proceeds thereof, and it will submit to Bank, in form satisfactory to Bank, such certificates, reconciliations and schedules relating to the Collateral, and such other information concerning Borrower's business affairs, as Bank may from time to time require.

(d) The Collateral will be kept in as good condition and repair as it now is, reasonable wear and tear excepted, and that the expense of any repairs and maintenance will be borne solely by Borrower; that the Collateral will not be used or be permitted to be used illegally.

(e) Borrower will pay promptly all taxes and assessments on the Collateral, its use, and on this Agreement.

(f) Borrower will not abandon, conceal, injure, or destroy the Collateral, nor deface any identifying marks thereon.

(g) That Bank, or any of its agents, shall have the right to call at Borrower's place or places of business during normal business hours at intervals to be determined by Bank, and without notice, hindrance or delay, inspect the Collateral, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to the Collateral.

(h) Borrower will not grant to any third person a security interest in the Collateral, nor otherwise sell, assign or encumber, the Collateral without the prior written permission of Bank. Borrower may lease the Collateral in the ordinary course of its business.

EVENT OF DEFAULT: \*material

7. The occurrence of any one or more of the following events shall constitute an event of default by Borrower hereunder:

(a) Borrower shall fail to make any payment on the Note or meet any other liability to Bank within 10 days of its due date

(b) Borrower shall fail to observe or perform any obligation, term, condition or provision of Borrower under this Agreement or any other agreement, document, certificate, instrument of security of guaranty given by Borrower to Bank; and such failure is not cured in 30 days

(c) Any representation, warranty or certificate made or furnished by Borrower to Bank in connection with this Agreement or any other agreement, document, certificate, instrument of security of guaranty given by Borrower to Bank or in any certificate, financial statement or separate assignment made hereunder shall be materially false;

(d) Borrower shall make an assignment for the benefit of its creditors;

(e) Proceedings in bankruptcy or for reorganization of Borrower or for the readjustment of any of its debts under the Bankruptcy Act, as amended, or in any part thereof, or under any other act or law, whether state or federal, for the relief of debtors now or hereafter existing, shall be commenced by or against Borrower, in the case of an involuntary proceedings, is not discharged

and in 60 days

(f) A receiver or trustee shall be appointed for Borrower or for any substantial part of its assets; or any proceedings are instituted for the dissolution, or the full or partial liquidation, of Borrower;

~~(g) Material events change the financial condition of the Borrower;~~

~~(h) death of the Borrower or a partner in a partnership, the death of any general partner of Borrower;~~

(g) ~~(i) Borrower ceases doing business as a going concern.~~

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**RIGHTS AND REMEDIES:**

8. Upon an occurrence of an event of default, all of Borrower's liabilities to Bank shall, at Bank's option, be immediately due and payable and Bank may reduce the same to judgment. In addition, Bank shall have and may exercise such rights and remedies as are provided herein, in any note evidencing such liabilities or any other document securing or evidencing such liabilities as well as those rights and remedies provided by law, including the exercise of any right or remedy available to a security party under the Pennsylvania Uniform Commercial Code, as amended from time to time. The Bank's rights shall include, but not by way of limitation, the right to repossess the Collateral with the aid of a third party, to require Borrower to assemble the Collateral and make it available to Bank at a place reasonably convenient to both parties hereto, to take immediate possession of the Collateral wherever found, with or without legal process, and thereafter to sell or otherwise dispose of the Collateral by public or private sale. If the proceeds of any sale or other lawful disposition by Bank of the Collateral, following its retaking, are insufficient to pay the expenses of retaking, holding, preparing the Collateral for sale, selling it and the like, and to satisfy the Note and all other indebtedness secured hereby, then Borrower agrees to pay any deficiency, but Borrower shall be entitled to any surplus if one results after lawful application of such proceeds. If the Collateral, or any item hereof, shall be disposed of at private sale under any agreement whereby all or part of the sale price is payable in installments, the cash selling price thereof (exclusive of finance charge, interest and any insurance premiums) shall be credited against Borrower's indebtedness secured hereby.

9. Bank shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any conduct on the part of Bank in refraining from so doing at any time or times. The failure of Bank at any time or times to enforce its rights in strict accordance with the provisions of this Agreement shall not be construed as having created a course of performance or course of dealing contrary to the specific provisions of this Agreement nor as having in any way or manner modified or waived the same. All rights and remedies of Bank are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

**ADDITIONAL PROVISIONS:**

10. Nothing herein contained shall preclude Bank at any time from enforcing any of Borrower's obligations to Bank in accordance with their terms.

11. The laws of Pennsylvania shall govern the construction of this Agreement and the rights and duties of the parties hereto.

12. Any provision hereof found to be invalid under the laws of Pennsylvania or any other State, shall be invalid only with respect to the offending provisions.

13. All words used herein shall be construed to be of such gender or number as the circumstances require.

14. This Agreement may be amended only by a written instrument which is signed by the parties hereto and which specifically refers to this Agreement and states that it is an amendment hereto.

15. If this Agreement is executed by more than one Borrower, the obligations of all such Borrowers shall be joint and several. This Agreement shall be binding upon the heirs, personal representatives, successors or assigns of the parties hereto, but shall inure to the benefit of successors or assigns of the Bank only.

16. If this Agreement is executed by a surety or guarantor, all references to the Borrower shall refer to said person whether or not the Bank lends directly to the undersigned Borrower.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

ATTEST:

Title: \_\_\_\_\_

~~WITNESS OR~~ ATTEST:

*Mary E. Munday*  
Title: Sec.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

FARMERS BANK, A DIVISION OF DAUPHIN DEPOSIT BANK AND TRUST COMPANY

By: *Douglas H. Seibel*  
Title: VP

(BORROWER): CRYO TRANS, INC.

By: *Marvin H. Weiner*  
Title: Marvin H. Weiner, President

By: \_\_\_\_\_

By: \_\_\_\_\_