

1-141A008

LAW OFFICES

GEBHARDT & SMITH

THE WORLD TRADE CENTER

BALTIMORE, MARYLAND 21202-3064

BALTIMORE (301) 752-5830
WASHINGTON (202) 470-7468

FACSIMILE
(301) 385-5119

WRITER'S DIRECT DIAL NUMBER

(301) 385-5044

17317
RECORDATION NO. _____ FILED LACS

May 10, 1991

MAY 21 1991 - 10 30 AM
INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Secretary of the Interstate
Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

ATTN: Mildred Lee, Suite 2303

Dear Secretary:

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

This document is a Cross Collateralization And Cross-Default Agreement, a primary document, dated May 5, 1991.

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

Secured Party/
Assignee:

SIGNET BANK/MARYLAND
7 St. Paul Street
Baltimore, Maryland 21202
ATTN: Robert J. Sutton, II

Debtor/Assignor:

MARVIN H. WEINER
#3 Hill Street at Prospect Road
Mt. Airy, Maryland 21771-0417

Debtor:

CRYO-TRANS, INC.
#3 Hill Street at Prospect Road
Mt. Airy, Maryland 21771-0417
ATTN: Marvin H. Weiner

GEBHARDT & SMITH

Secretary of the Interstate
Commerce Commission
May 10, 1991
Page Two

A description of the property covered by the Cross Collateralization And Cross-Default Agreement is as follows: All those two hundred sixty-seven (267) railroad boxcars with the following reporting marks:

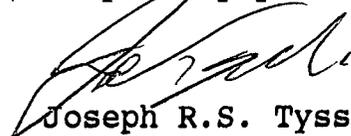
CRYX 1000 through CRYX 1011, inclusive
CRYX 1013 through CRYX 1021, inclusive
CRYX 1022 and CRYX 1023
CRYX 1025 through CRYX 1028, inclusive
CRYX 1030 through CRYX 1039, inclusive
CRYX 1041 through CRYX 1132, inclusive
CRYX 1134 through CRYX 1173, inclusive
CRYX 1176 through CRYX 1202, inclusive
CRYX 1203
CRYX 1323 through CRYX 1342, inclusive
CRYX 1273 through 1322, inclusive.

A fee of Fifteen Dollars (\$15.00) is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to Joseph R.S. Tyssowski, Jr., Esquire, Gebhardt & Smith, The World Trade Center, Ninth Floor, Baltimore, Maryland 21202 (301-385-5044).

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

Cross Collateralization And Cross-Default Agreement between Signet Bank/Maryland, 7 St. Paul Street, Baltimore, Maryland 21202, ATTN: Robert J. Sutton, II, as Secured Party/Assignee; Marvin H. Weiner, #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417 as Debtor/Assignor, and Cryo-Trans, Inc., #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, ATTN: Marvin H. Weiner, as Debtor, dated May 5, 1991 and covering two hundred sixty-seven (267) boxcars.

Very truly yours,



Joseph R.S. Tyssowski, Jr.

JRST:pw
Enclosures
C:\FR\STCC\JTS
05/10/91

Interstate Commerce Commission
Washington, D.C. 20423

5/21/91

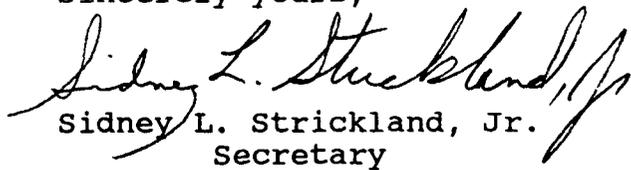
OFFICE OF THE SECRETARY

Joseph R.S. Tyssowski, Jr.
Gebhardt & Smith
The World Trade Center
Baltimore, Maryland 21202-3064

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 5/21/91 at 10:30am, and assigned recordation number(s). 17317

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17317

RECORDATION NO. _____

CROSS-COLLATERALIZATION AND
CROSS-DEFAULT AGREEMENT

MAY 21 1991 10 30 AM

INTERSTATE COMMERCE COMMISSION

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (hereafter, this "AGREEMENT") is made as of the 5th day of May, 1991 by and between MARVIN H. WEINER (hereafter, the "BORROWER"), CRYO-TRANS, INC., a Maryland corporation (hereafter, the "GUARANTOR") and SIGNET BANK/MARYLAND, a Maryland banking corporation (hereafter, the "LENDER").

RECITALS

On this date, the LENDER has provided, or agreed to provide, the BORROWER with the following credit accommodations:

A. A Six Million Dollar (\$6,000,000.00) construction/term loan (hereafter, the "CONSTRUCTION LOAN") pursuant to the terms and provisions of a Loan And Security Agreement (\$6,000,000.00) of even date herewith by and between the BORROWER and the LENDER (hereafter, the "CONSTRUCTION LOAN AGREEMENT"). The BORROWER shall use the proceeds from the CONSTRUCTION LOAN solely to make a Six Million Dollar (\$6,000,000.00) loan (hereafter, the "CRYO-TRANS CONSTRUCTION LOAN") to the GUARANTOR pursuant to the terms of a Security Agreement (\$6,000,000.00) of even date herewith by and between the BORROWER and the GUARANTOR (hereafter, the "CONSTRUCTION SECURITY AGREEMENT"). The CONSTRUCTION LOAN is secured by the various security interests and assignments described in the CONSTRUCTION LOAN AGREEMENT, including, but not limited to, a security interest in, and assignment of, all of the BORROWER'S rights in and to the CONSTRUCTION SECURITY AGREEMENT and all other documents evidencing and securing the CRYO-TRANS CONSTRUCTION LOAN (hereafter, the "CONSTRUCTION COLLATERAL"). The GUARANTOR'S obligations under the CRYO-TRANS CONSTRUCTION LOAN are secured by the security interests and liens described in the CONSTRUCTION SECURITY AGREEMENT, including, but not limited to, a security interest in all of the railcars described on Exhibit A attached hereto and made a part hereof and all leases and other chattel paper related thereto (hereafter, the "CRYO-TRANS CONSTRUCTION COLLATERAL").

B. A Four Million Six Hundred Thirty-Nine Thousand Two Hundred Eighty-Five Dollars and Fifty-Eight Cents (\$4,639,285.58) term loan (hereafter, the "CARNATION LOAN") pursuant to the terms and provisions of a Loan And Security Agreement (\$4,639,285.58) of even date herewith by and between the BORROWER and the LENDER (hereafter, the "CARNATION LOAN AGREEMENT"). The BORROWER shall

use the proceeds from the CARNATION LOAN solely to make a Four Million Six Hundred Thirty-Nine Thousand Two Hundred Eighty-Five Dollars and Fifty-Eight Cents (\$4,639,285.58) loan (hereafter, the "CRYO-TRANS CARNATION LOAN") to the GUARANTOR pursuant to the terms of a Security Agreement (\$4,639,285.58) of even date herewith by and between the BORROWER and the GUARANTOR (hereafter, the "CARNATION SECURITY AGREEMENT"). The CARNATION LOAN is secured by the various security interests and assignments described in the CARNATION LOAN AGREEMENT, including, but not limited to, a security interest in, and assignment of, all of the BORROWER'S rights in and to the CARNATION SECURITY AGREEMENT and all of the other documents evidencing and securing the CRYO-TRANS CARNATION LOAN (hereafter, the "CARNATION COLLATERAL"). The GUARANTOR'S obligations under the CRYO-TRANS CARNATION LOAN are secured by the security interests and liens described in the CARNATION SECURITY AGREEMENT, including, but not limited to, a security interest in all of the railcars described on Exhibit B attached hereto and made a part hereof and all leases and other chattel paper related thereto (hereafter, the "CARNATION COLLATERAL").

C. A Two Million Four Hundred Thousand Dollar (\$2,400,000.00) construction/term loan (hereafter, the "LAMB-WESTON LOAN") pursuant to the terms and provisions of a Loan And Security Agreement (\$2,400,000.00) of even date herewith by and between the BORROWER and the LENDER (hereafter, the "LAMB-WESTON LOAN AGREEMENT"). The BORROWER shall use the proceeds from the LAMB-WESTON LOAN solely to make a Two Million Four Hundred Thousand Dollar (\$2,400,000.00) loan (hereafter, the "CRYO-TRANS LAMB-WESTON LOAN") to the GUARANTOR pursuant to the terms of a Security Agreement (\$2,400,000.00) of even date herewith by and between the BORROWER and the GUARANTOR (hereafter, the "LAMB-WESTON SECURITY AGREEMENT"). The LAMB-WESTON LOAN is secured by the various security interests and assignments described in the LAMB-WESTON LOAN AGREEMENT, including, but not limited to, a security interest in, and assignment of, all of the BORROWER'S rights in and to the LAMB-WESTON SECURITY AGREEMENT and all of the other documents evidencing and securing the CRYO-TRANS LAMB-WESTON LOAN (hereafter, the "LAMB-WESTON COLLATERAL"). The GUARANTOR'S obligations under the CRYO-TRANS LAMB-WESTON LOAN are secured by the security interests and liens described in the LAMB-WESTON SECURITY AGREEMENT, including, but not limited to, a security interest in all of the railcars described on Exhibit C attached hereto and made a part hereof and all leases and other chattel paper related thereto (hereafter, the "CRYO-TRANS LAMB-WESTON COLLATERAL").

D. A Two Hundred Fifty Thousand Dollar (\$250,000.00) term loan (hereafter, the "TERM LOAN"); and

E. A Twenty Thousand Dollar (\$20,000.00) revolving business master card line of credit (hereafter, the "MASTER CARD LINE")

pursuant to which the BORROWER has a Ten Thousand Dollar (\$10,000.00) credit limit and Ruth J. Beauchamp (hereafter, "R. BEAUCHAMP") has a Ten Thousand Dollar (\$10,000.00) credit limit.

F. As a condition of providing the above-referenced credit accommodations, the LENDER has required that all of such credit accommodations be cross-collateralized so that all of the collateral securing any one of the above-referenced credit accommodations secures all of such credit accommodations. The LENDER has required that all of the collateral for such credit accommodation also secure all of the obligations of R. BEAUCHAMP under the MASTER CARD LINE.

G. As used herein, the term "LOANS" shall mean collectively, the CONSTRUCTION LOAN, the CARNATION LOAN, the LAMB-WESTON LOAN, the TERM LOAN and the MASTER CARD LINE; the term "OBLIGATIONS" shall mean collectively all of the BORROWER'S obligations to repay all sums outstanding under all of the LOANS, all of R. BEAUCHAMP'S obligations to repay all sums outstanding under the MASTER CARD LINE and all of the BORROWER'S obligations under any and all of the documents evidencing, securing or otherwise documenting the terms and provisions of any of the LOANS; the term "COLLATERAL" shall refer collectively to the CONSTRUCTION COLLATERAL, the CARNATION COLLATERAL, the LAMB-WESTON COLLATERAL, and any and all other collateral now or hereafter arising which secures any or all of the OBLIGATIONS; the term "LOAN DOCUMENTS" shall mean collectively the CONSTRUCTION LOAN AGREEMENT, the CARNATION LOAN AGREEMENT, the LAMB-WESTON LOAN AGREEMENT and all other documents evidencing, securing or otherwise documenting any of the LOANS; the term "CRYO-TRANS LOANS" shall mean collectively the CRYO-TRANS CONSTRUCTION LOAN, the CRYO-TRANS CARNATION LOAN and the CRYO-TRANS LAMB-WESTON LOAN; the term "CRYO-TRANS LOAN DOCUMENTS" shall mean collectively the CONSTRUCTION SECURITY AGREEMENT, the CARNATION SECURITY AGREEMENT, the LAMB-WESTON SECURITY AGREEMENT and all other documents evidencing or securing any of the CRYO-TRANS LOANS; the term "CRYO-TRANS OBLIGATIONS" shall mean collectively all of CRYO-TRANS' obligations to repay all sums outstanding under all of the CRYO-TRANS LOANS and all of CRYO-TRANS' obligations under any and all of the CRYO-TRANS LOAN DOCUMENTS; and the term "CRYO-TRANS COLLATERAL" shall mean collectively the CRYO-TRANS CONSTRUCTION COLLATERAL, the CRYO-TRANS CARNATION COLLATERAL and the CRYO-TRANS LAMB-WESTON COLLATERAL.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The parties hereto hereby acknowledge the accuracy of the Recitals and hereby agree that such Recitals are made a part of this AGREEMENT.

Section 2. Grant Of Security Interest By Borrower. To secure the payment and performance of all of the OBLIGATIONS, the BORROWER hereby grants to the LENDER a security interest in all of the COLLATERAL, including, but not limited to, all of the BORROWER'S interest in the CRYO-TRANS COLLATERAL. The LENDER and the BORROWER hereby acknowledge and agree that the security interest granted herein is in addition to, and not in substitution for, any and all security interests heretofore or hereafter granted by the BORROWER to the LENDER, including, but not limited to, those granted under the LOAN DOCUMENTS. The security interests granted herein: (a) into the CONSTRUCTION COLLATERAL is subject to, and subordinate to, the security interests granted to the LENDER pursuant to the CONSTRUCTION LOAN AGREEMENT; (b) into the CARNATION COLLATERAL is subject to, and subordinate to, the security interests granted to the LENDER in the CARNATION COLLATERAL pursuant to the CARNATION LOAN AGREEMENT; and (c) into the LAMB-WESTON COLLATERAL is subject to, and subordinate to, the security interests granted to the LENDER in the LAMB-WESTON COLLATERAL in the LAMB-WESTON LOAN AGREEMENT.

Section 3. Release Of Collateral. The LENDER hereby agrees that upon repayment of all sums outstanding under: (a) the CONSTRUCTION LOAN the LENDER shall release all of its security interests in the CONSTRUCTION COLLATERAL; (b) the CARNATION LOAN the LENDER shall release all of its security interest in the CARNATION COLLATERAL; and (c) the LAMB-WESTON LOAN to release all of its security interest in the LAMB-WESTON COLLATERAL; provided, however, that in the event of a repayment of all sums under the CONSTRUCTION LOAN, the CARNATION LOAN, and the LAMB-WESTON LOAN, the BORROWER shall be obligated to immediately repay all sums outstanding under the TERM LOAN and the MASTER CARD LINE.

Section 4. Financing Statements. The BORROWER hereby acknowledges and agrees that the financing statements executed and recorded to perfect the LENDER'S security interests securing the individual LOANS also perfects the LENDER'S security interests granted under this AGREEMENT.

Section 5. No Amendment Or Modification. This AGREEMENT is not an amendment to or modification of, or a waiver or release by the LENDER of, any term, provision or condition of any of the LOAN DOCUMENTS.

Section 6. Disposition Of Collateral. Upon disposition of any of the COLLATERAL by the LENDER, the proceeds thereof shall be applied first to the LOAN secured by a prior security interest in such COLLATERAL as set forth in Section 2 hereof, with any surplus proceeds to be applied to the other OBLIGATIONS as the LENDER may in its sole discretion determine.

Section 7. Grant Of Security Interest By Guarantor. To secure the payment and performance of all of CRYO-TRANS OBLIGATIONS, the GUARANTOR hereby grants to the BORROWER a security interest in all of the CRYO-TRANS COLLATERAL, and as security for all of the OBLIGATIONS the BORROWER hereby assigns to the LENDER such security interest. The LENDER, the BORROWER and the GUARANTOR hereby acknowledge and agree that the security interest granted herein is in addition to, and not in substitution for, any and all security interests heretofore or hereafter granted by the GUARANTOR to the BORROWER, including, but not limited to, those granted under the CRYO-TRANS LOAN DOCUMENTS. The security interests granted herein: (a) into the CRYO-TRANS CONSTRUCTION COLLATERAL is subject to, and subordinate to, the security interests granted to the BORROWER pursuant to the CRYO-TRANS CONSTRUCTION LOAN AGREEMENT; (b) into the CRYO-TRANS CARNATION COLLATERAL is subject to, and subordinate to, the security interests granted to the BORROWER in the CRYO-TRANS CARNATION COLLATERAL pursuant to the CRYO-TRANS CARNATION LOAN AGREEMENT; and (c) into the CRYO-TRANS LAMB-WESTON COLLATERAL is subject to, and subordinate to, the security interests granted to the BORROWER in the CRYO-TRANS LAMB-WESTON COLLATERAL in the CRYO-TRANS LAMB-WESTON LOAN AGREEMENT.

Section 8. Release Of Collateral. The LENDER hereby agrees that upon repayment of all sums outstanding under: (a) the CRYO-TRANS CONSTRUCTION LOAN the LENDER shall release all of its security interests in the CRYO-TRANS CONSTRUCTION COLLATERAL; (b) the CRYO-TRANS CARNATION LOAN the LENDER shall release all of its security interest in the CRYO-TRANS CARNATION COLLATERAL; and (c) the CRYO-TRANS LAMB-WESTON LOAN to release all of its security interest in the CRYO-TRANS LAMB-WESTON COLLATERAL; provided, however, that in the event of a repayment of all sums under the CRYO-TRANS CONSTRUCTION LOAN, the CRYO-TRANS CARNATION LOAN, and the CRYO-TRANS LAMB-WESTON LOAN, the BORROWER shall be obligated to immediately repay all sums outstanding under the TERM LOAN and the MASTER CARD LINE.

Section 9. Financing Statements. The GUARANTOR hereby acknowledges and agrees that the financing statements executed and recorded to perfect the BORROWER'S security interests securing the individual CRYO-TRANS LOANS (which has been assigned to the LENDER) also perfects the security interests granted under this AGREEMENT.

Section 10. Disposition Of Collateral. Upon disposition of any of the CRYO-TRANS COLLATERAL by the LENDER, the proceeds thereof shall be applied first to the CRYO-TRANS LOAN secured by a prior security interest in such CRYO-TRANS COLLATERAL as set forth in Section 7 hereof, with any surplus proceeds to be applied to the other CRYO-TRANS OBLIGATIONS as the LENDER may in its sole discretion determine.

Section 11. Events Of Default. A default under the terms or provisions of any of the LOAN DOCUMENTS (excluding the SWAP AGREEMENT, as defined in the CONSTRUCTION LOAN AGREEMENT) or any of the CRYO-TRANS LOAN DOCUMENTS shall constitute an event of default under this AGREEMENT and all other LOAN DOCUMENTS and all other CRYO-TRANS LOAN DOCUMENTS. Consequently, an event of default under any LOAN or CRYO-TRANS LOAN shall constitute an event of default under all of the LOANS and all of the CRYO-TRANS LOANS.

Section 12. Enforcement Rights. Upon the occurrence of an event of default under this AGREEMENT, the LENDER shall have the right to exercise any or all of the following rights and/or any rights under applicable law:

12.1. The LENDER shall have the right to accelerate and call immediately due and payable any or all of the OBLIGATIONS and/or any or all of the CRYO-TRANS OBLIGATIONS;

12.2. The LENDER shall have the right to sell, lease or otherwise dispose of any or all of the COLLATERAL and/or any or all of the CRYO-TRANS COLLATERAL;

12.3. The LENDER shall have the right to take immediate possession of any or all of the COLLATERAL and/or any or all of the CRYO-TRANS COLLATERAL; and

12.4. The LENDER shall have the right to exercise any or all rights provided to the LENDER under any or all of the LOAN DOCUMENTS and/or any or all rights provided to the BORROWER under any and all of the CRYO-TRANS LOAN DOCUMENTS.

Section 13. Attorneys' Fees And Expenses. The BORROWER shall pay all reasonable attorneys' fees and expenses which the LENDER may incur as a result or in consequence of the happening of an event of default, even if the event of default is subsequently cured and the LOANS are placed in good standing.

Section 14. Remedies Cumulative. The rights and remedies provided in this AGREEMENT and in the other LOAN DOCUMENTS or otherwise under applicable law shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy.

Section 15. Binding Obligation. This AGREEMENT shall be binding upon the parties and their respective successors, personal representatives and assigns.

Section 16. Amendment. This AGREEMENT may be amended or altered only by a writing signed by the party to be bound by the change or alteration.

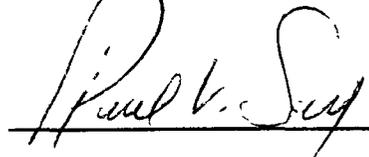
Section 17. Choice Of Law. The laws of the State of Maryland shall strictly govern the rights and obligations of the parties to this AGREEMENT, and the interpretation, construction and enforceability thereof and any and all issues relating to the transactions described herein.

Section 18. Waiver Of Trial By Jury. Each party to this AGREEMENT agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party on or with respect to this AGREEMENT or which in any way relates, directly or indirectly, to the LOANS or any event, transaction, or occurrence arising out of or in any way connected with the LOANS, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. Each party hereby expressly waives any right to a trial by jury in any such suit, action or proceeding.

Section 19. Photocopies Sufficient. A carbon, photographic, photocopy or other reproduction of this AGREEMENT shall be sufficient as a financing statement.

IN WITNESS WHEREOF, the LENDER, the BORROWER, and the GUARANTOR have executed this AGREEMENT with the specific intention of creating a document under seal.

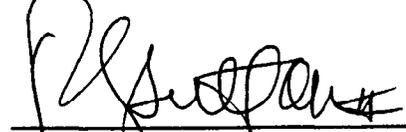
WITNESS/ATTEST:

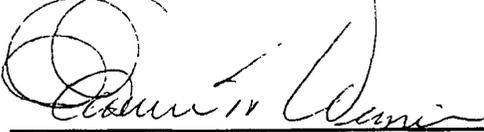






SIGNET BANK/MARYLAND

By:  (SEAL)
Robert J. Sutton, II,
Vice President

 (SEAL)
MARVIN H. WEINER

CRYO-TRANS, INC.

By:  (SEAL)
Marvin H. Weiner,
President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 13 day of May, 1991, before me, the undersigned a Notary Public of the State of Maryland, personally appeared ROBERT J. SUTTON, II, who acknowledged himself to be a Vice President of SIGNET BANK/MARYLAND, a Maryland banking corporation, and acknowledged that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of SIGNET BANK/MARYLAND by himself as Vice President.

IN WITNESS MY Hand and Notarial Seal.

Georgia M. Lella (SEAL)
NOTARY PUBLIC

My Commission Expires:

7/1/94

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 1991, before me, the undersigned Notary Public of the State of Maryland, personally appeared MARVIN H. WEINER, known to me (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.

IN WITNESS MY Hand and Notarial Seal.

Mary E. Mundy (SEAL)
NOTARY PUBLIC

My Commission Expires:

Feb 1994

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 1991, before me, the undersigned Notary Public of the State of Maryland, personally appeared MARVIN H. WEINER, and acknowledged himself to be the President of CRYO-TRANS, INC., a Maryland corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of CRYO-TRANS, INC. by himself as President.

IN WITNESS MY Hand and Notarial Seal.

Mary E. Mundy (SEAL)
NOTARY PUBLIC

My Commission Expires:

Feb 1994

EXHIBIT A

Those fifty (50) railroad boxcars with the following reporting marks:

CRYX 1273 through CRYX 1322, inclusive

EXHIBIT B

Those one hundred ninety-seven (197) railroad boxcars with the following reporting marks:

CRYX 1000 through CRYX 1011, inclusive
CRYX 1013 through CRYX 1021, inclusive
CRYX 1022 and CRYX 1023
CRYX 1025 through CRYX 1028, inclusive
CRYX 1030 through CRYX 1039, inclusive
CRYX 1041 through CRYX 1132, inclusive
CRYX 1134 through CRYX 1173, inclusive
CRYX 1176 through CRYX 1202, inclusive
CRYX 1203

EXHIBIT C

Those twenty (20) railroad boxcars with the following reporting marks:

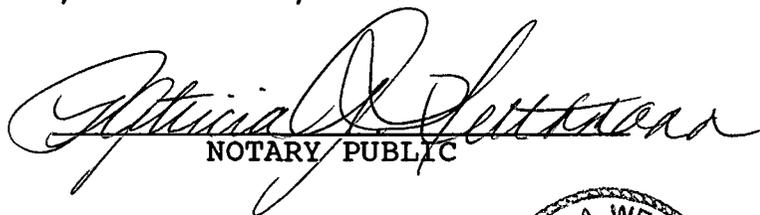
CRYX 1323 through CRYX 1342, inclusive

THIS IS TO CERTIFY that the foregoing is a true copy of the Cross-Collateralization And Cross-Default Agreement dated May 5, 1991 by and among MARVIN H. WEINER, CRYO-TRANS, INC. and SIGNET BANK/MARYLAND.

May 14, 1991

My Commission Expires:

11-26-94


NOTARY PUBLIC

