allfirst

Allfirst Bank
13 Baltimore Street
Hanover, PA 17331
1 800 269 8463

June 1, 2000

Mr. Vernon A. Williams, Secretary
Attn: Taledia M. Stokes
Surface Transportation Board
1925 K Street N.W.
Suite 700
Washington, D.C. 20423

RECORDATION NO. 20026-A FILED

JUN 15 '00 11-17 AM

SURFACE TRANSPORTATION BOARD

RECEIVED JUN 13 2000 MAIL MANAGEMENT STB

Dear Secretary:

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

This document is a Release of Lien, a secondary document, dated June 1, 2000.

The primary document to which this is connected is recorded under Recordation No. 20026, recorded on April 19, 1996.

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

Bank: Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company n/k/a Allfirst Bank, 13 Baltimore Street, Hanover, PA 17331

Borrower: Cryo-Trans, Inc., Three Hill Street, P.O. Box 417, Mt. Airy, MD 21771

A description of the equipment covered by the document follows:

10 Railroad Box Cars with Reporting Marks CRYX 1429 – CRYX 1438 inclusive

A fee of $26.00 has been forwarded on May 16, 2000. Please return the original and any extra copies not needed by the Board for recordation to Allfirst Bank.

A short summary of the document to appear in the index follows: Termination between Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company n/k/a Allfirst Bank and Cryo-Trans, Inc., dated June 1, 2000, and covering 10 Railroad Box Cars with Reporting Marks CRYX 1429 – CRYX 1438 inclusive, connected to Assignment of Lease Agreement with Recordation No. 20026.

Very truly yours,

Douglas A. Seibel
Vice President
Corporate Lending

DAS/jas
Enclosure(s)

RELEASE OF LIEN

RECORDATION NO. 20026-A FILED

JUN 15 '00 11-17 AM

SURFACE TRANSPORTATION BOARD

Made this 1st day of June, 2000.

Name/s of BORROWER/S: **CRYO-TRANS, INC.**

Name/s of BANK/S: **FARMERS BANK, A Division of Dauphin Deposit Bank and Trust Company, n/k/a ALLFIRST BANK**

DATE of Assignment of Lease Agreement: **April 2, 1996**
Original Assignment of Lease Agreement Amount: **$1,350,000**
Assignment of Lease Agreement RECORDED on **April 19, 1996**, in the Surface Transportation Board Office, with RECORDATION NO. **20026**.

Brief DESCRIPTION Equipment:
10 Railroad Box Cars with Reporting Marks CRYX 1429 - CRYX 1438 inclusively

The undersigned hereby certify/ies that the debt secured by the above-mentioned Assignment of Lease Agreement has been fully paid or otherwise discharged and that upon the recording hereof said Assignment of Lease Agreement shall be and is hereby fully and forever satisfied and discharged.

IN WITNESS WHEREOF the undersigned executed this Release of Lien on the 1st day of June A.D. 2000.

WITNESS PRESENT

FARMERS BANK, A Division of Dauphin Deposit Bank and Trust Company n/k/a ALLFIRST BANK

~~Assistant Secretary~~ Keith A. Mummert SVP

By: _____ (SEAL)
Douglas A. Seibel, Vice President

COMMONWEALTH OF PENNSYLVANIA ss:
COUNTY OF YORK

ON THIS, the 1st day of June A.D. 2000, before me, a notary public, the undersigned officer, personally appeared **DOUGLAS A. SEIBEL**, who acknowledged himself to be the Vice President of Allfirst Bank (formerly known as Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company), a corporation, and that he as such Vice President is authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as the Vice President.

In witness whereof, I hereunto set my hand and official seals.

My Commission Expires: 10-14-2000

Notary Public

Notarial Seal
Julie A. Sterner, Notary Public
Hanover Boro, York County
My Commission Expires Oct. 14, 2000
Member, Pennsylvania Association of Notaries

I, Douglas A. Seibel, certify that I am Vice President of Allfirst Bank f/k/a Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company, a party to the transactions represented by the following secondary document being recorded today: Release of Lien dated June 1, 2000, between CRYO-TRANS, INC. and FARMERS BANK, A Division of Dauphin Deposit Bank and Trust Company n/k/a ALLFIRST BANK. The Primary Document to which this is connected is recorded under Recordation No. 20026. 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.

ALLFIRST BANK
f/k/a Farmers Bank, A Division of Dauphin Deposit Bank and Trust Company

Dated: June 1, 2000

By: _____
Douglas A. Seibel, Vice President

Sworn to and subscribed before me
This 1st day of ~~May~~ June, 2000.

_____
Notary Public

My commission expires:

Notarial Seal
Julie A. Sterner, Notary Public
Hanover Boro, York County
My Commission Expires Oct. 14, 2000
Member, Pennsylvania Association of Notaries

20026

APR 1 0 1996 -2 PM

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT is made this 2nd day of April, 1996, by CRYO-TRANS, INC., a Maryland corporation ("Debtor"), to FARMERS BANK, A DIVISION OF DAUPHIN DEPOSIT BANK AND TRUST COMPANY, a Pennsylvania banking corporation ("Lender").

Lender has agreed to make a $1,350,000 term loan to Marvin H. Weiner (the "Loan") which will be guaranteed by Debtor and be secured by, among other things, a perfected security interest in the railroad cars described in Exhibit A and an assignment of and security interest in all leases of the railroad cars (individually a "Lease" and together, the "Leases"), pursuant to a Commitment Letter dated (by Lender) February 28, 1996, as amended (the "Commitment Letter").

NOW, THEREFORE, for value received and intending to be legally bound, Debtor agrees as follows:

1. Assignment and Security. As part of the security for the payment of all sums and performance of all obligations of Debtor to Lender pursuant to the Loan, Debtor does hereby grant, assign, transfer and set over to Lender and grant to Lender a security interest in, all of its right, title and interest as lessor in, to and under (a) all Leases now or hereafter existing in respect to the railroad cars (the "Leased Equipment") together with all extensions and modifications of any such Leases (all of which are included in the term "Lease"), and (b) all rents, profits and other income or payments of any kind due or payable and to become due or payable to Debtor by virtue of the Leases, or otherwise due or payable to Debtor as the result of any use or possession of all or any portion of the Leased Equipment. Upon the payment in full of all amounts secured hereby, this Assignment shall terminate and be of no further force or effect.

2. Present Assignment; Right to Collect Lease Payments. This Assignment shall constitute a perfected, absolute and present assignment, provided that Debtor shall have the right to collect all of the lease payments and other sums due under the Lease, and to retain, use and enjoy the same unless and until an Event of Default shall occur.

3. Representations, Warranties and Covenants of Company. Debtor represents, warrants and covenants that:

(a) Debtor has not made and will not make any other assignment of the Leases;

(b) Debtor will keep Lender fully advised with respect to any default on the part of either Debtor or any lessee in respect of performance of the obligations of either under the Lease;

(c) Debtor will deliver to Lender, upon written demand, copies of all Leases and a statement specifying the lease payments and profits derived or received from the Lease for the period specified in such demand and the names of all lessees of the Leased Equipment, and a statement as to whether or not any default exists under any of the Leases; and

(d) Debtor will, at its expense, appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of the Debtor thereunder.

4. Lender May Perform. Should Debtor fail to make any payment or to do any act as herein provided or as required under any Lease, Lender may but need not, without notice to or demand on Debtor and without releasing Debtor from any obligation herein, make or do the same, and in exercising any such powers, may pay necessary costs and expenses, including without limitation, reasonable attorneys' fees. Debtor will immediately upon demand reimburse Lender for all sums expended by Lender under the authority hereof, together with interest thereon at the rate per annum equal to the Dauphin Deposit Base Rate, as in effect from time to time, plus 2%, which sums together with such interest thereon shall be secured here and by the other collateral securing the Loan.

5. Sums Secured Become Payable. The sums secured hereby shall become immediately due and payable at the option of Lender, after any default by Debtor hereunder.

6. Remedies. After any default hereunder or any material representation or warranty set forth herein proves materially false or after any "default," "event of default" or "Event of Default" under any other instrument or document delivered to Lender in connection with the Loan or any loan of Lender to Debtor from time to time outstanding (each of which may sometimes be referred to herein as an "Event of Default"), Lender, at its option, without notice and without regard to the adequacy of the security for the sums secured hereby, either in person or by agent, with or without bringing an action or proceeding, may do any one or more of the following:

(a) Take possession of the Leased Equipment and make, enforce, modify and otherwise deal with the Lease and the Leased Equipment as if Lender were the owner thereof;

(b) Terminate the Lease and repossess the Leased Equipment subject to and in accordance with the terms and conditions of the Lease;

(c) Fix and modify lease payments and other sums payable by any lessee under the Lease;

(d) Either with or without taking possession of the Leased Equipment, in its own name or in the name of Debtor or both, sue for or otherwise collect and receive all lease payments, profits and other sums, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the obligations secured hereby in such order as Lender may determine;

(e) Exercise any and all rights and remedies available to a secured party under the Uniform Commercial Code and any and all other rights and remedies now or hereafter available at law or in equity; and

(f) Do any other acts which Lender deems proper to protect its right hereunder.

7. Remedies Cumulative. All rights and remedies of Lender provided herein or in the documents or instruments delivered to Lender in connection with the Loan are cumulative and concurrent; may be exercised independently, successively or together against Debtor, the Leased Equipment, or Debtor's other properties at the sole discretion of Lender; and shall not be construed to be waived or released by Lender's delay in exercising, or failure to exercise, them or any of them at any time Lender may be entitled to do so.

8. Indemnity. Lender shall not be obligated to perform or discharge any obligation under the Lease and Debtor hereby agrees to indemnify Lender against and hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease.

9. Additional Documents. Debtor will, upon Lender's request, execute and deliver to Lender or otherwise obtain for Lender's benefit such further assignments and other documents and do or cause to be done such acts or things as Lender, in its sole discretion, may require to perfect, protect or continue this Assignment, to otherwise effect the transactions contemplated hereby or to vest all costs of acknowledging, recording and filing this Assignment and such other documents in such public offices as Lender may require.

10. Provisions Severable. If any provision hereunder is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of Lender in order to effect the provisions and intent hereof.

11. Miscellaneous. This Assignment shall inure to the benefit of the successors and assigns of Lender and shall bind Debtor's successors and assigns. The indemnity and "hold harmless" provisions hereof shall extend in favor of the agents, servants, and employees of Lender. Paragraph hearings hereof are for ease of reference only and do not form part of this Assignment. Pennsylvania law shall control this Assignment.

IN WITNESS WHEREOF, Debtor has executed this assignment the day and year first above written, intending to be legally bound hereby.

ATTEST:

Mary E. Murday

CRYO-TRANS, INC.

By: Marvin H. Weiner
President

This Assignment is accepted by Lender this 2nd day of April, 1996.

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

By: Douglas [illegible]

Title: VP

Exhibit "A"

10 Railroad Box Cars with Reporting Marks
CRYX 1429 - CRYX 1438 inclusive

Ore-Ida Lease

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: Assignment of Lease Agreement 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 16TH 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