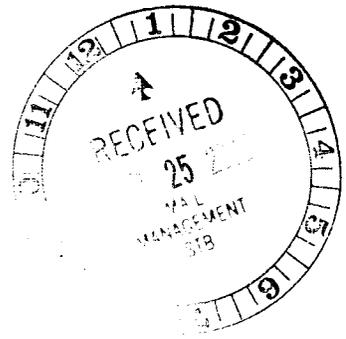




**FEDERATED
CAPITAL
SERVICES**

A Division of Federated Capital Corporation



SURFACE TRANSPORTATION BOARD
ATTN: SEC. VERNON A. WILLIAMS
1925 K STREET SUITE 700
WASHINGTON, D.C. 20423

REGISTRATION NO. 23219 FILED

NOV 3 '00 11-26 AM
TS
SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

I have enclosed an original UCC and one copy of our Promissory Note/ Security Agreement, to be recorded pursuant to Section 11303 of Title 49 of the United States Code. The original UCC is a primary document dated August 24th, 2000. We request that this lien be cross-indexed. The names and addresses of the parties to the documents are as follows:

Secured Party: Federated Capital Services a division of Federated Capital Corp.
30955 Northwestern Highway,
Farmington Hills, MI 48334

Debtor: Dana Container, Inc.
210 East Essex Ave.
Avenel, NJ 07001

Equipment: Five (5) New Railroad Tank Cars DOT111A100W1
CAR NUMBERS: TMEX193/ 546066
TMEX198/ 546071
TMEX169/ 546042
TMEX196/ 546069
TMEX151/ 546024

A fee of \$26.00 is enclosed. Please return the evidence of recordation/cross index to my attention at the address listed above. Thanking you in advance for your cooperation,

Very Truly Yours,
Federated Capital Corporation

Duane Galbreath
Vice President

PROMISSORY NOTE AND SECURITY AGREEMENT

ORIGINAL

RECORDATION NO. 23219
 FILED
 NOV 3 '00 11-26 AM

SURFACE TRANSPORTATION BOARD

DEBTOR: Dana Container, Inc. ADDRESS: 210 East Essex Avenue Avenel, New Jersey 07001	SECURED PARTY: Federated Capital Services A Division of Federated Capital Corporation 30955 Northwestern Highway Farmington Hills, Michigan 48334
DEALER: Trinity Industries, Inc. PO Box 688887 Dallas, Texas 78368	DESCRIPTION OF EQUIPMENT: Five (5) New Railroad Tank Cars DOT 111A100W1 Car Numbers: TMEX193/ 546066 TMEX198/ 546071 TMEX169/ 546042 TMEX196/ 546069 TMEX151/ 546024 Customer Number: 684647 Loan Number: 685068
LOCATION OF EQUIPMENT (if other than address of debtor): Same	

JULIE A. GUBALA
 Notary Public, Oakland County, MI
 My Commission Expires: 11-26-2001

1. Promissory Note. FOR VALUE RECEIVED, Debtor promises to pay to the order of Secured Party or assigns the sum of Four Hundred Eight Thousand, Two Hundred Seventy Dollars and 60/100 (\$408,270.60) (inclusive of interest), in the amount of Six Thousand, Eight Hundred Four Dollars and 51/100 (\$6,804.51), commencing on the later date designated by Debtor or such "Commencement Date" at the address of Secured Party or such other address designated in writing by Secured Party.

All payments shall be made in immediately available funds and without defense, set-off or counterclaim and without deduction for any present or future income, stamp, sales or other taxes, levies, imposts, deductions, charges or withholdings whatsoever imposed, assessed, levied or collected by or for the benefit of any jurisdiction or taxing authority shall pay any and all taxes (stamp or otherwise) payable or determined to be payable in connection with the execution and delivery of this Agreement, and on all payments by Debtor hereunder or in connection with the Collateral and applied first to any charges due from Debtor, then to interest, and then to the principal balance.

2. Grant of Security Interest. To secure the prompt payment by Debtor of the Promissory Note and the prompt performance by Debtor of every liability, obligation and indebtedness of Debtor to Secured Party hereunder (collectively, the "Obligations"), Debtor hereby grants a security interest to Secured Party in and to the equipment described above (the "Equipment"), accessories, attachments and appurtenances in any way used with, attached to or installed in or on the Equipment and all proceeds thereof, including insurance proceeds (collectively, "Collateral"). Debtor will execute and deliver to Secured Party such Uniform Commercial Code financing statements, and all amendments thereto and extensions thereof ("UCC Documents") necessary in Secured Party's sole discretion to perfect or maintain the perfection of the security interest herein granted. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to sign and file such UCC Documents.

3. Location of Equipment. Debtor will keep the Equipment at the location set forth above or on any Schedule (the "Location"), and shall not remove the Equipment from the Location unless Debtor gives Secured Party written notice of such removal and the new location at least thirty (30) days prior to removal and executes such documents as Secured Party requires to continue the perfection of its security interest.

4. Representations And Warranties. Debtor represents and warrants that Debtor has good, indefeasible and merchantable title to and ownership of the Collateral, free and clear of all liens, claims, security interests and encumbrances except those of Secured Party. The security interest granted by Debtor to Secured Party in the Collateral constitutes a valid first perfected lien and security interest in the Collateral. Debtor has delivered to Secured Party Debtor's financial statements which statements fully and fairly present the financial condition of Debtor as of the respective dates thereof and for the periods covered thereby.

5. Covenants Of Debtor. Debtor covenants that:

5.1 Liens. Debtor will not create or permit to exist any mortgage, pledge, title retention lien, or other lien, encumbrance or security interest with respect to the Collateral, other than encumbrances in favor of Secured Party.

5.2 Insurance. Debtor will, at its own expense, keep all of the Collateral insured for its full replacement value thereof against all risks of loss and damage by policies of insurance issued by companies approved by Secured Party. Debtor shall also, at its own expense, maintain such liability insurance policy in amount and issued by such company as shall be approved by Secured Party. The policies evidencing such insurance shall be duly endorsed in favor of Secured Party with such loss payable and additional insured riders as Secured Party may designate and such policies or certificates thereof shall be delivered to Secured Party and shall provide for at least thirty (30) days prior written notice to Secured Party of the exercise of any right of cancellation or reduction of coverage and right to cure monetary defaults. Should Debtor fail to furnish Secured Party with such insurance, Secured Party shall have the right to effect same and charge the cost thereof to Debtor, together with interest thereon at eighteen percent (18%) per annum (but in no event more than the maximum rate permitted by law). Such cost,

including interest, shall be additional Obligations hereunder and secured by the Collateral. Secured Party's sole obligation hereunder shall be to credit Debtor with the net proceeds of any insurance payments received on account of any loss and Secured Party shall have no liability with respect to any loss. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to adjust all insurance claims and endorse all checks and drafts in settlement thereof.

5.3 Payment of Taxes and Claims. Debtor will duly pay and discharge when due and payable, all taxes (including, without limitation, all sales taxes), assessments and governmental and other charges, levies or claims levied or imposed, which are, or which if unpaid might become, a lien or charge upon the Collateral or otherwise.

5.4 Inspection. Debtor will permit Secured Party, its officers, employees and/or agents, at all times, during normal business hours to enter into and upon any premises where the Equipment is located for the purpose of inspecting the Equipment or otherwise protecting the interests of Secured Party therein including removing the Equipment if Debtor is in default hereunder.

5.5 Maintenance of Collateral. Debtor will maintain the Collateral in good condition and repair (normal wear and tear excepted).

5.6 Landlord and Mortgage Waivers. If requested by Secured Party, Debtor shall obtain and deliver to Secured Party any and all landlord's and mortgagee's waivers, estoppel, certificates and other similar documents to confirm, among other things, that such persons have no interest in the Collateral.

5.7 Dispositions of Assets. Debtor shall not sell, convey, assign, lease, abandon or otherwise transfer or dispose of, voluntarily or involuntarily, the Collateral.

5.8 Compliance with Law. Debtor shall comply with all applicable laws with respect to the Equipment and its operation and permit the Equipment to be operated only by carefully selected licensed drivers.

6. Events Of Default: Rights And Remedies.

6.1 Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default":

6.1.1 Debtor fails to pay any installment of the Promissory Note or any other Obligations on the due date thereof fails to pay any other obligation due Secured Party however arising;

6.1.2 Debtor fails or neglects to perform or observe any other term, covenant, warranty or representation contained in this Agreement or any other agreement, instrument or document with or for the benefit of Secured Party (other than for the payment of money) and the same is not cured to Secured Party's reasonable satisfaction within ten (10) days after the giving of notice by Secured Party to Debtor of such failure;

6.1.3 The Collateral or a significant part of Debtor's other assets are attached, seized, levied upon or subjected to a writ or distress warrant, or come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter;

6.1.4 Any guarantor of the Debtor's obligations defaults under or otherwise breaches any of the terms of his, her or its guaranty of the Obligations or any other agreement, instrument or document with or for the benefit of Secured Party or a petition in bankruptcy is filed by or against Guarantor;

6.1.5 An application is made by Debtor or any person other than Debtor for the appointment of a receiver, trustee or custodian for the Collateral or any other of Debtor's assets and in the case of an application made by a third party, the same is not dismissed within sixty (60) days after the application therefor or a petition under any provision of the Bankruptcy Code or any similar law or regulation shall be filed by or against Debtor, and in the case of any petition filed by any third party, such petition is not dismissed within sixty (60) days of such filing, or Debtor makes an assignment for the benefit of its creditors or any case or proceeding is filed by or against Debtor for its dissolution, liquidation, or termination;

6.2 Acceleration of the Principal Balance. Upon and after an Event of Default, the entire unpaid principal balance of the Promissory Note may, at the option of Secured Party and without presentment, demand, notice, protest or legal process of any kind, be declared, and immediately shall become, due and payable.

6.3 Remedies. Upon and after an Event of Default, Secured Party shall have the following rights and remedies:

6.3.1 All of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, all of which rights and remedies shall be cumulative, and nonexclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Agreement;

SUBSCRIBED AND SWORN TO
 BEFORE ME THIS 27th DAY
 OF October 2000
 Julie A. Gubala
 NOTARY PUBLIC

THIS IS A TRUE AND
 CERTIFIED COPY OF THE
 ORIGINAL
 Signed _____

6.3.2 right to the extent permitted by law to enter upon the Local ... any other premises of Debtor, or any other place or places where the Collateral is located and kept, without any obligation to pay rent to Debtor, through self-help and without judicial process, without first obtaining a final judgment or giving Debtor notice and opportunity for a hearing on the validity of Secured Party's claim, and remove the Collateral therefrom to the premises of Secured Party or any agent of Secured Party, for such time as Secured Party may desire in order to effectively collect or liquidate the Collateral. At Secured Party's request Debtor shall assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party, in its sole discretion.

6.3.3 The right to sell or otherwise dispose of all or any Collateral in its then condition, at public or private sale or sales, with such notice as may be required by law, for cash or on credit, all as Secured Party, in its sole discretion, may deem advisable; such sales may be adjourned from time to time with or without notice. Secured Party shall have the right to conduct such sales on Debtor's premises or elsewhere and shall have the right to use Debtor's premises without charge for such sales for such time or times as Secured Party may see fit. Secured Party may purchase all or any part of the Collateral at public or, if permitted by law, private, sale and, in lieu of actual payment of such purchase price, may setoff the amount of such price against the Obligations. The proceeds realized from the sale of any Collateral shall be applied first to all costs, expenses and attorney's fees and expenses incurred by Secured Party for collection and enforcement of this Agreement and for acquisition, repair, completion, protection, removal, storage, sale and delivery of the Collateral; second to late charges; third to interest due upon any of the Obligations; and fourth to the principal balance of the Obligations. If any deficiency shall arise, Debtor shall remain liable to Secured Party therefor. If any excess shall arise, it shall be paid over to Debtor.

6.4 Notice. Any notice required to be given by Secured Party of a sale, lease, other disposition of the Collateral or any other intended action by Secured Party, may be given in any manner provided for delivery of notices in this Agreement, ten (10) days prior to such proposed action, and, if so given, shall constitute commercially reasonable and fair notice thereof to Debtor.

7. Default Interest: Administrative Charges.

7.1 Default Interest. Commencing with the day after any installment due under the Promissory Note shall have become due and payable (by acceleration or otherwise), such installment or installments (as the case may be) shall bear interest at the interest rate plus five percent (5%) per annum.

7.2 Administrative Charges. If Debtor fails to make any installment within ten (10) days after the same is due, Debtor shall pay Secured Party a late charge of ten percent (10%) of the unpaid installment, but in no event higher than the maximum rate permitted by law, and such amount shall be payable upon demand. Such payment is not interest or for the use of money, but is used to offset Secured Party's administrative costs occasioned by such delay.

7.3 Costs and Expenses. Debtor shall pay (or at Secured Party's option, reimburse Secured Party for) all of Secured Party's fees, costs and expenses (including attorneys' fees) incurred in connection with the enforcement of this Agreement and the transactions contemplated hereby and the collection of the Obligations. Debtor shall also pay (or at Secured Party's option, reimburse Secured Party for) all recording and filing fees and other costs and expenses incurred in connection with the transactions contemplated by this Agreement. If any check or debit is not paid due to insufficient funds, Debtor shall pay an additional fee of fifty dollars (\$50.00) plus any other collection expenses for each debit against insufficient funds.

8. Miscellaneous.

8.1 Maximum Rate. Interest charged hereunder shall not exceed the maximum rate permitted by law. Accordingly, if, for any reason, Debtor is required to pay, or has paid, interest at a rate in excess of the highest rate of interest which may be charged by Secured Party or which Debtor may legally contract to pay under applicable law, then the interest rate shall be deemed to be reduced, automatically and immediately, to such maximum rate, and interest payable hereunder shall be computed and paid at such maximum rate and the portion of all prior payments of interest in excess of such maximum rate shall be deemed to have been prepayments of outstanding principal and applied to the installments in the inverse order of their maturities.

8.2 Further Assurances. Debtor shall at any time and from time to time upon the written request of Secured Party, execute and deliver such further agreements, instruments and documents and do such further acts and things as Secured Party may reasonably request in order to effect the purposes of this Agreement.

8.3 Complete Agreement; Modification of Agreement. This Agreement may not be modified, altered or amended, except by an agreement in writing signed by Debtor and Secured Party. This Agreement and the other agreements, instruments and documents referred to herein are the complete agreement of the parties with respect to the subject matter hereof and thereof.

8.4 Assignment Benefit. Debtor may not sell, assign or transfer this Agreement, or any portion thereof, including, without limitation, Debtor's obligation under the Promissory Note or duties hereunder. Debtor hereby consents to Secured Party's sale, assignment, transfer or other disposition at any time, of the Promissory Note, this Agreement and, its security interest. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Debtor and Secured Party.

8.5 Waiver by Debtor. Debtor hereby expressly waives presentment for payment, demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and all lack of diligence or delays in collection or enforcement of this Agreement.

8.6 Waiver by Secured Party. Secured Party's failure, at any time or times hereafter, to require strict performance by Debtor of any provision of this Agreement shall not waive, affect or diminish any right of Secured Party thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Secured Party of any Event of Default by Debtor under this Agreement shall not suspend, waive or affect any other Event of Default by Debtor under this Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements, warranties, covenants and representations of Debtor contained in this Agreement and no Event of Default by Debtor under this Agreement shall be deemed to have been suspended or waived by Secured Party, unless

such suspension or waiver is in an instrument in writing specifying such suspension or waiver and signed by an officer or other authorized person of Secured Party and delivered to Debtor.

8.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of this Agreement.

8.8 Governing Law. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN DELIVERED AT AND SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

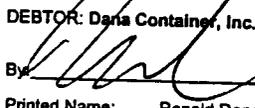
8.9 VENUE. DEBTOR IRREVOCABLY CONSENTS THAT ANY LEGAL ACTION OR PROCEEDING AGAINST IT UNDER, ARISING OUT OF OR IN ANY MANNER RELATING TO THIS AGREEMENT, MAY BE BROUGHT IN ANY COURT OF THE STATE OF MICHIGAN OR UNITED STATES DISTRICT COURT MICHIGAN. DEBTOR, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, EXPRESSLY AND IRREVOCABLY ASSENTS AND SUBMITS TO THE PERSONAL JURISDICTION OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING, AND FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY COMPLAINT, SUMMONS, NOTICE OR OTHER PROCESS RELATING TO SUCH ACTION OR PROCEEDING BY DELIVERY THEREOF TO IT BY HAND OR BY MAIL IN THE MANNER PROVIDED FOR IN THIS AGREEMENT. DEBTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ANY CLAIM OR DEFENSE IN ANY SUCH ACTION OR PROCEEDING BASED ON ANY ALLEGED LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS OR ANY SIMILAR BASIS. DEBTOR SHALL NOT BE ENTITLED IN ANY SUCH ACTION OR PROCEEDING TO ASSERT ANY DEFENSE GIVEN OR ALLOWED UNDER THE LAWS OF ANY STATE OTHER THAN THE STATE OF MICHIGAN UNLESS SUCH DEFENSE IS ALSO GIVEN OR ALLOWED BY THE LAWS OF THE STATE OF MICHIGAN. NOTHING IN THIS AGREEMENT SHALL AFFECT OR IMPAIR IN ANY MANNER OR TO ANY EXTENT THE RIGHT OF SECURED PARTY TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST DEBTOR IN ANY JURISDICTION OR TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW.

8.10 Waiver of Jury Trial. DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY AGREEMENT, INSTRUMENT OR DOCUMENT EXECUTED AND DELIVERED IN CONNECTION HERewith OR THEREWITH, INCLUDING THE LOAN DOCUMENTS.

8.11 Notice. Any notice required hereunder shall be in writing, and shall be deemed to have been validly served if delivered by overnight courier, such as Federal Express, with proper postage prepaid, or by hand and addressed to the party to be notified at the address of such party set forth in this Agreement or to such other address as each party may designate for itself by like notice. Such notice shall be deemed received, if sent by overnight courier, the next day, and if sent by hand, upon delivery.

IN WITNESS WHEREOF, this Agreement has been duly executed by Debtor as of the 24th day of August, 2000.

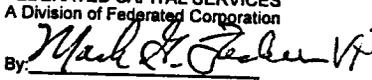
DEBTOR: Dana Container, Inc.

By: 
Printed Name: Ronald Dana

Title: President

SECURED PARTY:

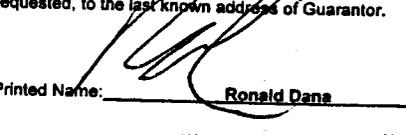
FEDERATED CAPITAL SERVICES
A Division of Federated Corporation

By: 
Printed Name: Mark Fecher

Title: Senior Vice President

The undersigned, each a "Guarantor" unconditionally guarantees to Secured Party the prompt payment when due of all of Debtor's obligations to Secured Party under the Note and Security Agreement. Secured Party shall not be required to proceed against Debtor for the Collateral or enforce any other remedy before proceeding against Guarantor. Guarantor agrees to pay all attorneys' fees and other expenses incurred by Secured Party by reason of default by Debtor. Guarantor waives notice of acceptance hereof and of all other notices or demands of any kind to which Guarantor may be entitled. Guarantor consents to any extensions of time or modification of the amount of payment granted to Debtor and the Note and/or compromise of any obligations of Debtor or any other obligors or guarantors without in any way releasing Guarantor from Guarantor's obligations hereunder. This is a continuing guaranty and shall not be discharged or affected by death of Guarantor or Debtor, shall bind the heirs, administrators and representatives of Debtor and may be enforced by or for the benefit of any assignee of Secured Party. Guarantor hereby consents to the jurisdiction of any state or federal court located in the State of Michigan with respect to any action arising out of the Note or this Guaranty. Service of process in any such action shall be deemed sufficient if made by certified mail, return receipt requested, to the last known address of Guarantor.

Printed Name: Ronald Dana

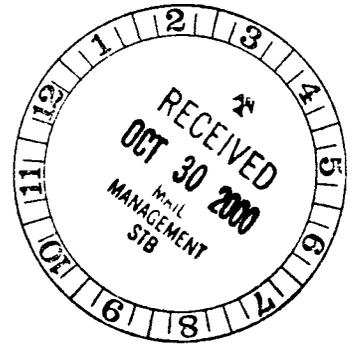
Guarantor Signature: 

JANET SAMUELS
JANET SAMUELS, State of New York
01544835731
9/3/01



**FEDERATED
CAPITAL
SERVICES**

A Division of Federated Capital Corporation



October 27, 2000

Vernon A. Williams, Secretary
Assistant Secretary of Operations
Surface Transportation Board
1925 K Street Suite 700
Washington, DC 20423

Re: TMEX 140/54613, TMEX143/546016,
TMEX145/546018/TMEX147/546020, TMEX193/546066,
TMEX198/546071/TMEX169/546042/
TMEX196/546069/TMEX151/546024

Dear Secretary Williams:

This is to certify that I have compared the copy of the original Promissory Note and Security Agreement with the original Promissory Note and Security Agreement and found the copy to be complete and identical in all respects to the original document.

Sincerely,

C. Adams
Credit/Operations Manager

Enc.

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 27th DAY
OF October 2000
Julie A. Gubala
NOTARY PUBLIC

JULIE A. GUBALA
Notary Public, Oakland County, MI
My Commission Expires Apr. 29, 2001

INSTRUCTIONS:

UNIFORM C

1. PLEASE TYPE all the information required on this form. Leave "File No." and "Date & Hour" blank.
2. Remove Secured Party and Debtor copies and send other 2 copies with interleaved carbon paper to the Filing Officer. ENCLOSE FILING FEE of \$25.00. Check or money order for fee should be made payable to "N.J. Secretary of State."
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets 8 1/2"x11". Only one copy of such additional sheets need be presented to the Filing Officer with a set of 2 copies of the Financial Statement. Long schedules of collateral, indentures, etc. should be submitted on sheets which are 8 1/2"x11".
4. If collateral is crops or goods which are or are to become fixtures, describe the real estate and give name and address of record owner.
5. At the time of filing, Filing Officer will return second copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use second copy as a Termination Statement.

27890

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY	Debtor(s) Name (Last Name, First) Complete Address Dana Container, Inc. 210 East Essex Ave. Avenel, NJ 07001	Maturity date (if any): FOR OFFICE USE ONLY
	Secured Party(ies) and Complete Address Federated Capital Services a Division of Federated Capital Corporation 30955 Northwestern Highway Farmington Hills, MI 48334	
	Assignee(s) of Secured Party and Complete Address 	

This financing statement covers the following types (or items) of property:

Five (5) New Railroad Tank Cars
 DOT111A100W1
 Car Numbers: TMEX193/ 546066
 TMEX198/ 546071
 TMEX169/ 546042
 TMEX196/ 546069
 TMEX151/ 546024

RECORDATION NO. 23219 FILED

NOV 3 '00 11-26 AM

SURFACE TRANSPORTATION BOARD

When collateral is crops or fixtures complete this portion of form.

a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. Proceeds of Collateral are also covered. b. Products of Collateral are also covered. No. of additional sheets presented. (4)

() Filed with Register of Deeds and Mortgages of _____ County. (X) Secretary of State

() Filed with the County Clerk of _____ County.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee(s)

Dana Container, Inc.

Federated Capital Services

Ronald Dana, President

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

REORDER FROM
Registré, Inc.
 514 PIERCE ST.
 P.O. BOX 218
 ANOKA, MN. 55303
 (612) 421-1713