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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)  
ROBERT W. ALVORD (2011)

November 7, 2016

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Memorandum of Agreement, dated as of February 26, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a complete termination and relates to the Memorandum of Agreement previously filed with the Board under Recordation Number 32119.

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

Lender: PNC Equipment Finance, LLC  
One PNC Plaza, 10th Floor  
295 Fifth Avenue  
Pittsburgh, Pennsylvania 15222

Borrower: Cryo-Trans, Inc.  
11629 Red Run Blvd.  
Reisterstown, MD 21136

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

50 railcars: CRYX 7090 - CRYX 7139

Section Chief  
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A short summary of the document to appear in the index is:

Termination of Memorandum of Agreement.

Also enclosed is a check in the amount of \$45.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in blue ink, appearing to read "E. Luria", with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT is effective as of September 1, 2016, between PNC EQUIPMENT FINANCE, LLC ("Lender") and CRYO-TRANS, INC. ("Borrower").

Lender and Borrower entered into that certain Collateral Schedule dated February 26, 2016, executed pursuant to that certain Rail Equipment Loan and Security Agreement dated as of February 26, 2016 (collectively, the "Loan Documents"), each among Lender, Borrower and Marvin H. Weiner.

A Memorandum of Agreement dated as of February 26, 2016, between Lender and Borrower was recorded at the Surface Transportation Board on February 29, 2016, under Recordation Number 32119, for fifty (50) railcars with road numbers CRYX 7090 through 7139, inclusive (the "Railcars").

The duties and obligations of the parties to the Loan Documents have been satisfied and discharged.

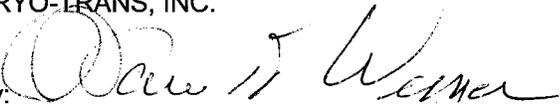
NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, Lender and Borrower hereby terminate and cancel the Loan Documents as of the date herein first written above.

This Termination of Memorandum of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Memorandum of Agreement.

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CRYO-TRANS, INC.

By:   
Name: Marvin H. Weiner  
Title: President

STATE OF MARYLAND )  
COUNTY OF Baltimore ) ss.

On this 26<sup>th</sup> day of September, 2016, before me appeared Marvin H. Weiner, the person who signed this instrument, who acknowledged that he is the President of CRYO-TRANS, INC. and that, being duly authorized, he signed such instrument as a free act on behalf of said corporation.

  
Notary Public

My commission expires:

July 20, 2020

**CERTIFICATION**

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: November 7, 2016

*Edward M Luria*

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Edward M. Luria