

**DONELAN, CLEARY, WOOD & MASER, P.C.**

ATTORNEYS AND COUNSELORS AT LAW

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WASHINGTON, D.C. 20005-3934

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January 2, 1996

Via Hand Delivery

Secretary  
Surface Transportation Board  
Washington, D.C. 20423

RECORDATION NO. 13034-D FILED 1425

JAN 2 1996 - 3:45 PM

INTERSTATE COMMERCE COMMISSION

Dear Sir:

Enclosed for recordation, under the provisions of 49 U.S.C. §11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document, not previously recorded, entitled Full Release and Termination ("Full Release"), dated as of January 2, 1996, by and among Trinity Industries, Inc. ("Vendor"), LaSalle National Bank, a national banking association, not in its individual capacity but solely as Agent ("Agent"), First Security Bank of Utah, N.A., not in its individual capacity, but solely as Owner Trustee ("Owner Trustee/Lessor"), successor-in-interest to Exchange National Bank of Chicago, not in its individual capacity, but solely as Owner Trustee ("Original Owner Trustee"), and AlliedSignal Inc. ("Lessee"), successor-in-interest to Allied Chemical Corporation.

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

VENDOR	Trinity Industries, Inc. 2525 Stemmons Parkway Dallas, Texas 75207
AGENT	LaSalle National Bank, as Agent 135 South LaSalle Street Chicago, Illinois 60603
OWNER TRUSTEE/LESSOR	First Security Bank of Utah, N.A., as Owner-Trustee 79 South Main Street Third Floor Salt Lake City, Utah 84111
LESSEE	AlliedSignal Inc. 101 Columbia Road Morristown, New Jersey 07962

RECEIVED  
OFFICE OF THE  
SECRETARY  
JAN 2 3 40 PM '96  
LICENSING BRANCH

The said Full Release, among other things, releases, terminates and cancels in full, and discharges all equipment covered in and under: (i) that certain Conditional Sale Agreement, dated as of March 15, 1981 ("Conditional Sale Agreement") which was filed and recorded with the Interstate Commerce Commission ("ICC") on April 1, 1981 under Recordation No. 13034; (ii) that certain Agreement and Assignment, dated as of March 15, 1981 ("Agreement and Assignment") which was filed and recorded with the ICC on April 1, 1981 under Recordation No. 13034-A; (iii) that certain Lease of Railroad Equipment, dated as of March 15, 1981 ("Lease") which was filed and recorded with the ICC on April 1, 1981 under Recordation No. 13034-B; and (iv) that certain Assignment of Lease and Agreement, dated as of March 15, 1981 ("Lease Assignment") which

*Counterparts - J.W. Maser*

Letter to the Secretary  
January 2, 1996  
Page 2

was filed and recorded with the ICC on April 1, 1981 under Recordation No. 13034-C. Wherefore, the enclosed Full Release should be recorded under the next available letter under Recordation No. 13034, which we believe is -D.

The equipment released by the Full Release is all equipment covered by the aforesaid Conditional Sale Agreement, Agreement and Assignment, Lease, and Lease Assignment.

A short summary of the Full Release to appear in the index follows:

"Full Release and Termination"

Enclosed is a check in the amount of twenty-one dollars (\$21.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III  
*Attorney for purposes of this filing for  
Trinity Industries, Inc., LaSalle National Bank,  
a national banking association, not in its  
individual capacity, but solely as Agent,  
First Security Bank of Utah, N.A., not in its  
individual capacity, but solely as Owner Trustee,  
and AlliedSignal Inc.*

*Enclosures*

2970-001  
"Full Release Term-1/2/96"



**Interstate Commerce Commission**

**Washington, D.C. 20423-0001**

1/2/96

**Office Of The Secretary**

John K. Maser III  
Donelan, Cleary, Wood & Maser PC  
1100 New York Avenue NW., Ste. 750  
Washington, DC, 20005-3934

**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 1/2/96 at 3:45PM, and assigned recordation number(s) 13034-D.**

**Sincerely yours,**

**Vernon A. Williams  
Secretary**

**Enclosure(s)**

**\$21.00** The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

**Signature**

RECORDATION NO. 13034-D  
FILED 1425

FULL RELEASE AND TERMINATION

JAN 2 1996 3:15 PM

INTERSTATE COMMERCE COMMISSION

THIS FULL RELEASE AND TERMINATION, made as of this 2nd day of January, 1996 by and among Trinity Industries, Inc., a Delaware corporation (the "Vendor"), La Salle National Bank, a national banking association, not in its individual capacity but solely as Agent, (the "Agent"), and First Security Bank of Utah, N.A., a national banking association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee"), successor in interest to Exchange National Bank of Chicago, not in its individual capacity, but solely as Owner Trustee (the "Original Owner Trustee"), and AlliedSignal Inc., a Delaware corporation (the "Lessee"), successor in interest to Allied Chemical Corporation (the "Original Lessee").

**WHEREAS**, the Owner Trustee is successor in interest to the Original Owner Trustee;

**WHEREAS**, the Vendor and the Original Owner Trustee entered into a certain Conditional Sale Agreement dated as of March 15, 1981 (the "Conditional Sale Agreement") in respect of certain tank cars; and the Conditional Sale Agreement was recorded with the Interstate Commerce Commission (the "ICC") on April 1, 1981 under Recordation No. 13034; and

**WHEREAS**, the Vendor and the Agent entered into an Agreement and Assignment dated as of March 15, 1981 (the "Agreement and Assignment") in respect of said tank cars, and the Agreement and Assignment was recorded with the ICC on April 1, 1981 under Recordation No. 13034-A; and

**WHEREAS**, the Original Owner Trustee and the Original Lessee entered into a Lease of Railroad Equipment, dated as of March 15, 1981 (the "Lease") for the lease of said tank cars; and the Lease was recorded with the ICC on April 1, 1981 under Recordation No. 13034-B; and

**WHEREAS**, the Owner Trustee and the Agent entered into an Assignment of Lease and Agreement dated as of March 15, 1981 (the "Lease Assignment") in respect of said tank cars,

and the Lease Assignment was recorded with the ICC on April 1, 1981 under Recordation No. 13034-C; and

**WHEREAS**, the parties hereto desire to confirm that the Conditional Sale Agreement, the Agreement and Assignment, the Lease and the Lease Assignment have each been fully terminated and canceled.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties hereto intending to be legally bound, agree and confirm as follows:

1. The Agent and the Owner Trustee, each as its interest may appear, hereby confirm that the Conditional Sale Agreement, the Agreement and Assignment and the Lease Assignment are each fully terminated and canceled and all equipment covered therein or thereby is discharged therefrom.

2. The Vendor hereby confirms that the Conditional Sale Agreement and the Agreement and Assignment are each fully terminated and canceled and all equipment covered therein or thereby is discharged therefrom.

3. The Lessee and the Owner Trustee hereby confirm that the Lease is fully terminated and canceled and all leased equipment covered therein or thereby is discharged therefrom.

4. The parties agree that this Full Release and Termination will be recorded with the ICC or any successor agency having similar functions, in order to show for the public record the full and complete termination of the Conditional Sale Agreement, the Agreement and Assignment, the Lease and the Lease Assignment.

5. This Full Release and Termination may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Vendor, the Owner Trustee, the Agent and the Lessee have each caused this Full Release and Termination to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

*Sandra V. Maldonado*

TRINITY INDUSTRIES, INC., as Vendor

By: *J. Dean Phelps*  
Its: Vice President

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but solely as  
Owner Trustee.

ATTEST:

\_\_\_\_\_

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

LA SALLE NATIONAL BANK, as Agent

ATTEST:

\_\_\_\_\_

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

ALLIEDSIGNAL INC., as Lessee

ATTEST:

\_\_\_\_\_

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

0

IN WITNESS WHEREOF, Vendor, the Owner Trustee, the Agent and the Lessee have each caused this Full Release and Termination to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

\_\_\_\_\_

TRINITY INDUSTRIES, INC., as Vendor

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

ATTEST:

  
Asst. Vice President

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but solely as  
Owner Trustee.

By:   
Its: Trust Officer

ATTEST:

\_\_\_\_\_

LA SALLE NATIONAL BANK, as Agent

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

ATTEST:

\_\_\_\_\_

ALLIEDSIGNAL INC., as Lessee

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

IN WITNESS WHEREOF, Vendor, the Owner Trustee, the Agent and the Lessee have each caused this Full Release and Termination to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

\_\_\_\_\_

**TRINITY INDUSTRIES, INC.,** as Vendor

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

ATTEST:

\_\_\_\_\_

**FIRST SECURITY BANK OF UTAH, N.A.,**  
not in its individual capacity, but solely as  
Owner Trustee.

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

ATTEST:

  
\_\_\_\_\_

**LA SALLE NATIONAL BANK,** as Agent

By: Laura H. Mackey  
Its: Assistant Vice President

ATTEST:

\_\_\_\_\_

**ALLIEDSIGNAL INC.,** as Lessee

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

IN WITNESS WHEREOF, Vendor, the Owner Trustee, the Agent and the Lessee have each caused this Full Release and Termination to be duly executed by their authorized officers as of the day and year first above written.

ATTEST:

\_\_\_\_\_

TRINITY INDUSTRIES, INC., as Vendor

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

ATTEST:

\_\_\_\_\_

FIRST SECURITY BANK OF UTAH, N.A.,  
not in its individual capacity, but solely as  
Owner Trustee.

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

ATTEST:

\_\_\_\_\_

LA SALLE NATIONAL BANK, as Agent

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

ATTEST:

Michael A. \_\_\_\_\_

ALLIEDSIGNAL INC., as Lessee

By: Tracy P. Mallick  
Its: Assistant Treasurer

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS ) ss.

On this 28<sup>th</sup> day of December, 1995, before me personally appeared F. Dean Phelps to me personally known, who, being duly sworn, did say that he is Vice President of Trinity Industries, Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: 3-19-97  


Janet L. Snyder  
Notary Public

STATE OF )  
 )  
COUNTY OF ) ss.

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_ of First Security Bank of Utah, N.A., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF )  
 )  
COUNTY OF ) ss.

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_ of La Salle National Bank, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

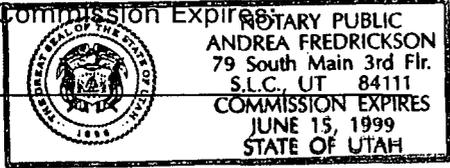
STATE OF )  
 )  
COUNTY OF ) ss.

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_  
\_\_\_\_\_ of Trinity Industries, Inc., and that the foregoing instrument was signed  
on behalf of such corporation by authority of its Board of Directors, and he acknowledged that  
execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF Utah )  
 )  
COUNTY OF Salt Lake ) ss.

On this 28<sup>th</sup> day of December, 1995, before me personally appeared Brett R. King  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_  
Trust Officer of First Security Bank of Utah, N.A., and that the foregoing instrument  
was signed on behalf of such corporation by authority of its Board of Directors, and he  
acknowledged that execution of the foregoing instrument was the free act and deed of such  
corporation.

My Commission Expires: 

Andrea Fredrickson  
Notary Public

STATE OF )  
 )  
COUNTY OF ) ss

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_  
\_\_\_\_\_ of La Salle National Bank, and that the foregoing instrument was signed on behalf  
of such corporation by authority of its Board of Directors, and he acknowledged that  
execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_  
\_\_\_\_\_ of Trinity Industries, Inc., and that the foregoing instrument was signed  
on behalf of such corporation by authority of its Board of Directors, and he acknowledged that  
execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 1995, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is \_\_\_\_\_  
\_\_\_\_\_ of First Security Bank of Utah, N.A., and that the foregoing instrument  
was signed on behalf of such corporation by authority of its Board of Directors, and he  
acknowledged that execution of the foregoing instrument was the free act and deed of such  
corporation.

My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF )  
 ) ss  
COUNTY OF )

On this 27<sup>th</sup> day of December, 1995, before me personally appeared LAURA H. MACKEY  
\_\_\_\_\_ to me personally known, who, being duly sworn, did say that he is ASST. VICE  
PRESIDENT of La Salle National Bank, and that the foregoing instrument was signed on behalf  
of such corporation by authority of its Board of Directors, and he acknowledged that  
execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires: \_\_\_\_\_  
Kathleen Major  
Notary Public



STATE OF *New Jersey* )  
 )  
COUNTY OF *MORRIS* ) ss

On this 22<sup>nd</sup> day of December, 1995, before me personally appeared *Roger C. Matthews* to me personally known, who, being duly sworn, did say that he is *Assistant Treasurer* of AlliedSignal Inc., and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

My Commission Expires:

SHEILA A. McBRIDE  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 14, 1998

*Sheila A. McBride*  
Notary Public