

RECORDATION NO. 20386 - C FILED

MAR 13 '09 -3 33 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

March 13, 2009

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination Agreement, dated as of September 25, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Equipment Lease Agreement previously filed with the Board under Recordation Number 20386.

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

Lessor: Napa Trust c/o Wilmington Trust Company, not in its individual capacity but solely as Bank Trustee
1100 North Market Street
Wilmington, DE 19890

Lessee: Linde, Inc. (f/k/a The BOC Group, Inc.)
575 Mountain Avenue
Murray Hill, NJ 07974

Anne K. Quinlan, Esquire
March 13, 2009
Page 2

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

20 railroad tank cars: TIMX 201000 – TIMX 201019.

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

Lease Termination Agreement.

Also enclosed is a check in the amount of \$41.00 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 black ink, appearing to read "Alvord", with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

MAR 13 '09

-3 39 PM

LEASE TERMINATION AGREEMENT

SURFACE TRANSPORTATION BOARD

The undersigned, Napa Trust, a Delaware business trust, as Bank Trustee ("Lessor"), and Linde Inc., a Delaware corporation (formerly known as The BOC Group, Inc., "Lessee"), under Lease Schedule No. 001 dated as of November 25, 1996, to that certain Master Rail Lease Agreement dated as of November 25, 1996 as more particularly described in Annex I attached hereto (the "Lease"), hereby terminate the Lease with respect to the twenty (20) 20,110 gallon, non-coiled foam insulated railroad tank cars, DOT 105S500W, manufactured by Trinity Industries with reporting marks and running numbers TIMX 201000 to and including TIMX 201019 (the "Equipment") without prejudice to any indemnities, rights, claims or obligations which survive the termination of the Lease by its terms, and further release the Equipment covered thereby from all the terms and conditions thereof.

This Lease Termination Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original and all together shall constitute one and the same instrument.

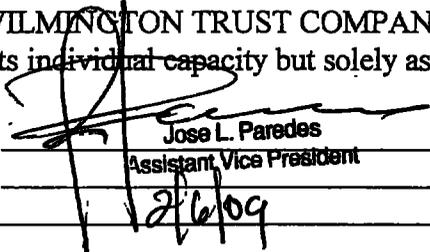
Dated as of January 1, 2009.

[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Termination Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

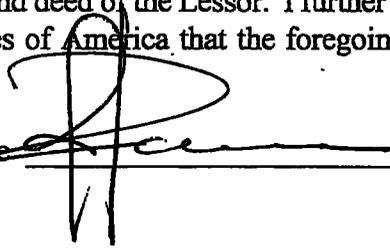
LESSOR:
NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Bank Trustee

By: 
Title: Jose L. Paredes
Assistant Vice President
Dated: 2/6/09

I, Jose L. Paredes certify that I am the Assistant Vice President of Wilmington Trust Company, that this Lease Termination Agreement was signed on behalf of the Lessor with due authorization and that the execution of this instrument was the free act and deed of the Lessor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on 2/6, 2009.

Signature 

LESSEE:
LINDE, INC.

By: _____
Title: _____
Dated: _____

I _____ certify that I am the _____ of LINDE, INC. that this Lease Termination Agreement was signed on behalf of the Lessee with due authorization and that the execution of this instrument was the free act and deed of the Lessee. I further certify under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2009.

Signature _____

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Termination Agreement to be executed all as of the date first above written, and the undersigned hereby declare pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is a true and correct document and was executed on the date indicated below their signatures.

LESSOR:

NAPA TRUST

By: WILMINGTON TRUST COMPANY,
not in its individual capacity but solely as Bank Trustee

By: _____
Title: _____
Dated: _____

I _____ certify that I am the _____ of Wilmington Trust Company, that this Lease Termination Agreement was signed on behalf of the Lessor with due authorization and that the execution of this instrument was the free act and deed of the Lessor. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on _____, 2009. Signature _____

LESSEE:

LINDE, INC.

By: Patrick Murphy
Title: CEO & Pres. Linde
Dated: _____

I Patrick Murphy certify that I am the CEO of LINDE, INC. that this Lease Termination Agreement was signed on behalf of the Lessee with due authorization and that the execution of this instrument was the free act and deed of the Lessee. I further certify under penalty of perjury that the foregoing is true and correct.

Executed on 3/6/, 2009. Signature [Signature]

[Signature]
[Signature]

**Annex I
to Lease Termination Agreement**

Description of Lease

[From STB Counsel]

Annex I
to Lease Termination Agreement

Description of Lease

The Lease (as from time to time amended) described in the following filings made with the Surface Transportation Board pursuant to 49 U.S.C. §11301(b) and the regulations promulgated thereunder:

1. Memorandum of Master Equipment Lease Agreement, dated as of November 25, 1996 between Pitney Bowes Credit Corporation, Lessor, and Messer Griesheim Industries, Inc., Lessee, filed with the Surface Transportation Board (the "Board") on November 27, 1996, at 11:10 am and assigned Recordation Number 20386.
2. Assignment and Assumption Agreement, dated as of January 31, 2000 from Pitney Bowes Credit Corporation, Assignor, to Napa Trust, Assignee, filed with the Board on February 4, 2000 at 4:22 pm and assigned Recordation Numbers 20386-A and 21115-A.
3. Assignment and Assumption Agreement, dated as of September 25, 2002 from Messer Griesheim Industries, Inc., Assignor, to BOC GROUP, INC., Assignee, filed with the Board on May 21, 2006 at 2:27 pm and assigned Recordation Number 20386-B.

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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:

3/13/09



Robert W. Alvord