

*Counter parts - 9/24*

RECORDATION NO. 20905-C FILED

OCT 22 '97

11-35 AM

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OF COUNSEL  
URBAN A. LESTER

October 22, 1997

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

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RECEIVED  
SURFACE TRANSPORTATION  
BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Lease Acceptance Certificate, dated October 22, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents. #2

The enclosed document relates to the Master Equipment Lease Agreement previously filed with the Board under Recordation Number 20905.

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

Lessor: First Security Bank, National Association  
79 South Main Street  
Salt Lake City, Utah 84111

Lessee: Montell USA Inc.  
2801 Centerville Road  
Wilmington, Delaware 19850

A description of the railroad equipment covered by the enclosed document is:  
seventy-three (73) MLLX hopper cars set forth on the schedule attached hereto

Mr. Vernon A. Williams  
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Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures



OCT 22 '97

11-35 AM

### LEASE ACCEPTANCE CERTIFICATE

Lease Acceptance Certificate No. 2 dated 22 October 1997, executed and delivered under the Master Lease Agreement between First Security Bank, N.A., not in its individual capacity except as specifically provided in the Lease, and otherwise solely as Owner Trustee (Lessor), and Montell USA Inc. (Lessee). Capitalized terms used and not defined herein shall be given the meaning assigned in the Master Equipment Lease agreement referred to above (the "Lease").

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment shown on the attached schedule which, among other things, (a) lists the Manufacturer, model number, serial number, and other specifications of such Equipment, (b) states the individual Equipment Cost of such Equipment and the aggregate Equipment Cost of such Equipment, and (c) states the Interim Rent, as applicable, and Basic Rent and Stipulated Loss Value for such Equipment. Lessee confirms that it has sole responsibility for inspecting such Equipment and satisfying itself that it is in the condition required by the relevant Purchase Agreement, and has provided Lessor with copies of the acceptance documentation.
2. Lessee shall have the option to purchase all Equipment covered by this Lease Acceptance Certificate on 1 January 2015. The Purchase Option Price for such purchase option shall be ~~\_\_\_\_\_~~ percent of the aggregate Equipment Cost for the Equipment covered by this Lease Acceptance Certificate.

IN WITNESS WHEREOF, the parties hereto have delivered this Lease Acceptance Certificate on the date first written above.

FIRST SECURITY BANK, N.A.,  
not in its individual capacity except as  
specifically provided in the Lease, and  
otherwise solely as Owner Trustee  
(Lessor)

MONTELL USA INC.  
(Lessee)

By \_\_\_\_\_

By Carol G. Illingworth

\_\_\_\_\_  
Name

Name: Carol G. Illingworth

\_\_\_\_\_  
Title

Title: Supervisor  
Fleet Operations North America

Sworn to and subscribed before  
me this 20th day of October 1997.  
Elizabeth R. Brown

## LEASE ACCEPTANCE CERTIFICATE

Lease Acceptance Certificate No. 2 dated October 22, 1997, executed and delivered under the Master Lease Agreement between First Security Bank, N.A., not in its individual capacity except as specifically provided in the Lease, and otherwise solely as Owner Trustee (Lessor) and MONTELL USA Inc. (Lessee). Capitalized terms used and not defined herein shall be given the meaning assigned in the Master Equipment Lease Agreement referred to above (the "Lease").

1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment shown on the attached schedule which, among other things, (a) lists the Manufacturer, model number, serial number and other specifications of such Equipment, (b) states the individual Equipment Cost of such Equipment and the aggregate Equipment Cost of such Equipment, and (c) states the Interim Rent, as applicable, and Basic Rent and Stipulated Loss Value for such Equipment. Lessee confirms that it has sole responsibility for inspecting such Equipment and satisfying itself that it is in the condition required by the relevant Purchase Agreement, and has provided Lessor with copies of the acceptance documentation.

2. Lessee shall have the option to purchase all Equipment covered by this Lease Acceptance Certificate on January 1, 2015. The Purchase Option Price for such purchase option shall be (intentionally left blank) of aggregate Equipment Cost for the Equipment covered by this Lease Acceptance Certificate.

IN WITNESS WHEREOF, the parties hereto have delivered this Lease Acceptance Certificate on the date first written above.

FIRST SECURITY BANK, N.A.  
not in its individual  
capacity except as specifically  
provided in the Lease, and otherwise  
solely as Owner Trustee  
(Lessor)

MONTELL USA INC.  
(Lessee)

By: Val T. Orton

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

Name: Val T. Orton  
Vice President  
Title:

Name:  
Title:

Subscribed and Sworn to before me this \_\_\_\_ day of October, 1997

Brent Beitler



