

*Counterparts - K. Bartman*

RECORDATION NO. 21537-D FILED

SEP 30 '98

11-20 AM

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

September 30, 1998

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

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-[B] No. 3, dated September 30, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease Agreement previously filed with the Board under Recordation Number 21537.

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

- Lessor : First Security Bank, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111
- Lessee : Montell USA Inc.  
2801 Centerville Road  
Wilmington, Delaware 18950

A description of the railroad equipment covered by the enclosed document is:  
set forth on Schedule 1-3 attached to the Lease Acceptance Certificate [B]

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FILING

Vernon A. Williams  
September 30, 1998  
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Also enclosed is a check in the amount of \$26.00 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 cursive script, appearing to read 'R. Alvord', written in black ink.

Robert W. Alvord

RWA/bg  
Enclosures

SEP 30 '98

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**LEASE ACCEPTANCE CERTIFICATE-[B]**

Master Equipment  
Lease Agreement-[B] dated  
as of April 27, 1998

Lease Acceptance Certificate-[B] No. 3 dated September 30, 1998, executed and delivered under the Master Lease Agreement-[B] 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) and the Schedule thereto. 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 Schedule 1-3 hereto which, among other things, (a) lists the Manufacturer, model number, serial number and other specifications of such Equipment and (b) states the individual Equipment Cost of such Equipment (including the freight cost). 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, that it has inspected the Equipment and so satisfied itself and has provided Lessor with copies of the acceptance documentation under which it has accepted the Equipment from the Manufacturer thereof.
2. The Total Equipment Cost of the Equipment delivered hereunder and listed in Schedule 1-3 hereto is \$8,392,101.00. Concurrently with delivery of this Lease Acceptance Certificate, the Lessor has paid the Total Equipment Cost to the relevant Manufacturer(s).
3. LIBOR for purposes of determining the Interim Rent is \_\_\_\_\_% from the date hereof until the last day of the month in which this Lease Acceptance Certificate is delivered.
4. Lessee confirms that by its execution and delivery of this Lease Acceptance Certificate, Lessee hereby irrevocably accepts delivery of the Equipment listed in Schedule 1-3 hereto to it for purposes of the Lease.



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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Carol C. Ellsworth  
Name: CAROL C. ELLSWORTH  
Title: Manager, Rail Fleet  
DME





SCHEDULE 1-3

Manufacturer	Model	Specifications	Serial Number	CarMarks	Equipment		Car	Freight
					Cost	Cost per Unit		
105 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10754	MLLX: 10754	63,618.00	62,655.00	963.00	
106 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10767	MLLX: 10767	63,618.00	62,655.00	963.00	
107 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10793	MLLX: 10793	63,618.00	62,655.00	963.00	
108 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10637	MLLX: 10637	63,399.00	62,354.00	1,045.00	
109 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10661	MLLX: 10661	63,399.00	62,354.00	1,045.00	
110 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10670	MLLX: 10670	63,399.00	62,354.00	1,045.00	
111 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10675	MLLX: 10675	63,399.00	62,354.00	1,045.00	
112 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10677	MLLX: 10677	63,399.00	62,354.00	1,045.00	
113 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10683	MLLX: 10683	63,399.00	62,354.00	1,045.00	
114 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10684	MLLX: 10684	63,399.00	62,354.00	1,045.00	
115 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10685	MLLX: 10685	63,399.00	62,354.00	1,045.00	
116 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10691	MLLX: 10691	63,399.00	62,354.00	1,045.00	
117 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10693	MLLX: 10693	63,399.00	62,354.00	1,045.00	
118 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10697	MLLX: 10697	63,399.00	62,354.00	1,045.00	
119 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10699	MLLX: 10699	63,399.00	62,354.00	1,045.00	
120 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10701	MLLX: 10701	63,399.00	62,354.00	1,045.00	
121 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10702	MLLX: 10702	63,399.00	62,354.00	1,045.00	
122 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10704	MLLX: 10704	63,399.00	62,354.00	1,045.00	
123 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10705	MLLX: 10705	63,399.00	62,354.00	1,045.00	
124 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10706	MLLX: 10706	63,399.00	62,354.00	1,045.00	
125 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10708	MLLX: 10708	63,399.00	62,354.00	1,045.00	
126 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10710	MLLX: 10710	63,399.00	62,354.00	1,045.00	
127 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10711	MLLX: 10711	63,399.00	62,354.00	1,045.00	
128 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10714	MLLX: 10714	63,399.00	62,354.00	1,045.00	
129 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10722	MLLX: 10722	63,399.00	62,354.00	1,045.00	
130 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10755	MLLX: 10755	63,399.00	62,354.00	1,045.00	
131 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10757	MLLX: 10757	63,399.00	62,354.00	1,045.00	
132 Thrall	Covered Hopper Car	6270 Cubic Foot Covered Hopper Car	10758	MLLX: 10758	63,399.00	62,354.00	1,045.00	
TOTAL:					8,392,101.00	8,262,935.00	129,166.00	

District of Columbia     )  
  )  
City of Washington        )     ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Lease Acceptance Certificate-[B]", dated as of April 27, 1998 between First Security Bank, N.A., as Lessor, and Montell USA Inc., as Lessee, is a true and complete copy of the original thereof.

Certified this 30th day of September, 1998.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 3-31-2000