

ALVORD AND ALVORD
ATTORNEYS AT LAW
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WASHINGTON, D.C.
20006-2973
(202) 393-2266
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RECORDATION NO. 20905-D FILED

OCT 31 '97

11-25 AM

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

OF COUNSEL
URBAN A. LESTER

October 31, 1997

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 Lease Acceptance Certificate No. 3, dated October 31, 1997, 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 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:

one hundred ninety-six (196) MLLX hopper cars set forth on the schedule attached hereto

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RECEIVED
SURFACE TRANSPORTATION
BOARD

File
Countrypart

Mr. Vernon A. Williams
October 31, 1997
Page 2

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 cursive script, appearing to read "Robert W. Alvord".

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 20905-D FILED

OCT 31 '97

11-25 AM

LEASE ACCEPTANCE CERTIFICATE

Lease Acceptance Certificate No. 3 dated October 31, 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
Title: Vice President

Name:
Title:

Subscribed and sworn before me this ___ day of October, 1997

Dianne Diaz

NOTARY PUBLIC
DIANNE DIAZ
79 South Main
S.L.C., UT 84111
COMMISSION EXPIRES
NOV. 30, 1998
STATE OF UTAH

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 NA

Sworn to and subscribed before
me this 24th day of October 1997.

Elizabeth R. Brown

ELIZABETH R. BROWN
NOTARY PUBLIC-DELAWARE
MY COMMISSION EXPIRES APRIL 24, 2000

164 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98463	MLLX:	98463
165 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98464	MLLX:	98464
166 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98465	MLLX:	98465
167 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98467	MLLX:	98467
168 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98468	MLLX:	98468
169 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98470	MLLX:	98470
170 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98471	MLLX:	98471
171 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98478	MLLX:	98478
172 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98479	MLLX:	98479
173 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98480	MLLX:	98480
174 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98481	MLLX:	98481
175 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98483	MLLX:	98483
176 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98485	MLLX:	98485
177 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98488	MLLX:	98488
178 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98489	MLLX:	98489
179 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98490	MLLX:	98490
180 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98491	MLLX:	98491
181 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98492	MLLX:	98492
182 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98494	MLLX:	98494
183 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98495	MLLX:	98495
184 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98496	MLLX:	98496
185 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98497	MLLX:	98497
186 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98498	MLLX:	98498
187 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98499	MLLX:	98499
188 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98500	MLLX:	98500
189 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98503	MLLX:	98503
190 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98504	MLLX:	98504
191 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98505	MLLX:	98505
192 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98506	MLLX:	98506
193 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98507	MLLX:	98507
194 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98508	MLLX:	98508
195 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98511	MLLX:	98511
196 Union Tank Car Company	Plastic Covered Hopper Car	6270 C.F. Plastic Car	98512	MLLX:	98512

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98497

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