

RECORDATION NO. 21352-D FILED

JUN 3 '98 12-25 PM

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ELIAS C. ALVORD (1942)  
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OF COUNSEL  
URBAN A. LESTER

June 3, 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 three (3) copies of Lease Acceptance Certificate-[A] No. 3, dated June 3, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease Agreement-[A] previously filed with the Board under Recordation Number 21352.

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:

108 railcars identified on Schedule 1-3 attached to the Acceptance Certificate

*Counter parts - 9/2/98*

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SURFACE TRANSPORTATION  
BOARD

Mr. Vernon A. Williams  
June 3, 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 stamped copies 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

JUN 3 '98

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**LEASE ACCEPTANCE CERTIFICATE-[A]**

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

Lease Acceptance Certificate-[A] No. 3 dated June 3, 1998, executed and delivered under the Master Lease Agreement-[A] 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 \$6,827,220.00. 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: Val T. Orton

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

Name: Val T. Orton

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

Title: VICE PRESIDENT

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

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 G. Tulinworth  
Name: CAROL G. TULINWORTH  
Title: Manager, Rail Fleet







SCHEDULE 1-3

| Manufacturer                   | Model                     | Specifications                          | Serial Number | Car Marks   | Equipment     |              | Car        | Freight |
|--------------------------------|---------------------------|---|---------------|-------------|---------------|--------------|------------|---------|
|                                |                           |   |               |             | Cost per Unit | Cost         |            |         |
| 101 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10358         | MLLX: 10358 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 102 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10359         | MLLX: 10359 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 103 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10360         | MLLX: 10360 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 104 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10361         | MLLX: 10361 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 105 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10362         | MLLX: 10362 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 106 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10363         | MLLX: 10363 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 107 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10364         | MLLX: 10364 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| 108 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6,245 cu. ft Pellet Hopper Car | 10365         | MLLX: 10365 | 63,215.00     | 61,895.00    | 1,320.00   |         |
| Total:                         |                           |   |               |             | 6,827,220.00  | 6,684,660.00 | 142,560.00 |         |