

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
918 SIXTEENTH STREET, N.W.  
SUITE 200  
WASHINGTON, D.C.

DEC 22 11 48 AM '92

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

20006-2973

(202) 393-2266  
FAX (202) 393-2156

OF COUNSEL  
URBAN A LESTER

DEC 22 11 40 AM '91

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

RECORDATION NO. 21762-D FILED

DEC 22 '98 11-40 AM

December 22, 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 - [C] No. 3, dated December 22, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

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, UT 84111

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

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

set forth on Schedule 1-3 attached to the  
Lease Acceptance Certificate - [C]

*Counterparts - J. Bartman*

Mr. Vernon A. Williams  
December 22, 1998  
Page 2

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 black ink, appearing to read "Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/bg  
Enclosures

RECORDATION NO. 21762-D FILED

DEC 22 '98

11-40 AM

### LEASE ACCEPTANCE CERTIFICATE-[C]

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

Lease Acceptance Certificate-[C] No. 3 dated December 22, 1998, executed and delivered under the Master Lease Agreement-[C] 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 \$11,476,757.00. 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

Name: Val T. Orton  
Vice President

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

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

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

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. Gillingworth

Name: CAROL GILLINGWORTH

Title: Manager, Rail Fleet

*CG*





SCHEDULE 1-3

| Manufacturer | Model              | Specifications                     | Serial Number | Car/Markts  | Equipment |               | Car    | Freight |
|--------------|--------------------|------------------------------------|---------------|-------------|-----------|---------------|--------|---------|
|              |                    |                                    |               |             | Cost      | Cost per Unit |        |         |
| 105 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11193         | MLLX: 11193 | 65,218.00 | 64,893.00     | 325.00 |         |
| 106 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11199         | MLLX: 11199 | 65,218.00 | 64,893.00     | 325.00 |         |
| 107 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11202         | MLLX: 11202 | 65,218.00 | 64,893.00     | 325.00 |         |
| 108 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11205         | MLLX: 11205 | 65,218.00 | 64,893.00     | 325.00 |         |
| 109 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11206         | MLLX: 11206 | 65,218.00 | 64,893.00     | 325.00 |         |
| 110 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11207         | MLLX: 11207 | 65,218.00 | 64,893.00     | 325.00 |         |
| 111 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11208         | MLLX: 11208 | 65,218.00 | 64,893.00     | 325.00 |         |
| 112 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11209         | MLLX: 11209 | 65,218.00 | 64,893.00     | 325.00 |         |
| 113 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11210         | MLLX: 11210 | 65,218.00 | 64,893.00     | 325.00 |         |
| 114 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11211         | MLLX: 11211 | 65,218.00 | 64,893.00     | 325.00 |         |
| 115 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11054         | MLLX: 11054 | 63,724.00 | 63,399.00     | 325.00 |         |
| 116 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11112         | MLLX: 11112 | 64,999.00 | 64,674.00     | 325.00 |         |
| 117 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11113         | MLLX: 11113 | 64,999.00 | 64,674.00     | 325.00 |         |
| 118 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11115         | MLLX: 11115 | 64,999.00 | 64,674.00     | 325.00 |         |
| 119 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11116         | MLLX: 11116 | 64,999.00 | 64,674.00     | 325.00 |         |
| 120 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11117         | MLLX: 11117 | 64,999.00 | 64,674.00     | 325.00 |         |
| 121 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11118         | MLLX: 11118 | 64,999.00 | 64,674.00     | 325.00 |         |
| 122 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11119         | MLLX: 11119 | 64,999.00 | 64,674.00     | 325.00 |         |
| 123 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11120         | MLLX: 11120 | 64,999.00 | 64,674.00     | 325.00 |         |
| 124 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11122         | MLLX: 11122 | 64,999.00 | 64,674.00     | 325.00 |         |
| 125 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11123         | MLLX: 11123 | 64,999.00 | 64,674.00     | 325.00 |         |
| 126 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11151         | MLLX: 11151 | 64,999.00 | 64,674.00     | 325.00 |         |
| 127 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11154         | MLLX: 11154 | 64,999.00 | 64,674.00     | 325.00 |         |
| 128 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11158         | MLLX: 11158 | 64,999.00 | 64,674.00     | 325.00 |         |
| 129 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11159         | MLLX: 11159 | 64,999.00 | 64,674.00     | 325.00 |         |
| 130 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11160         | MLLX: 11160 | 64,999.00 | 64,674.00     | 325.00 |         |
| 131 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11164         | MLLX: 11164 | 64,999.00 | 64,674.00     | 325.00 |         |
| 132 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11166         | MLLX: 11166 | 64,999.00 | 64,674.00     | 325.00 |         |
| 133 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11165         | MLLX: 11165 | 64,999.00 | 64,674.00     | 325.00 |         |
| 134 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11166         | MLLX: 11166 | 64,999.00 | 64,674.00     | 325.00 |         |
| 135 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11167         | MLLX: 11167 | 64,999.00 | 64,674.00     | 325.00 |         |
| 136 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11186         | MLLX: 11186 | 64,999.00 | 64,674.00     | 325.00 |         |
| 137 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11194         | MLLX: 11194 | 64,999.00 | 64,674.00     | 325.00 |         |
| 138 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11196         | MLLX: 11196 | 64,999.00 | 64,674.00     | 325.00 |         |
| 139 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11197         | MLLX: 11197 | 64,999.00 | 64,674.00     | 325.00 |         |
| 140 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11198         | MLLX: 11198 | 64,999.00 | 64,674.00     | 325.00 |         |
| 141 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11200         | MLLX: 11200 | 64,999.00 | 64,674.00     | 325.00 |         |
| 142 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11201         | MLLX: 11201 | 64,999.00 | 64,674.00     | 325.00 |         |
| 143 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11203         | MLLX: 11203 | 64,999.00 | 64,674.00     | 325.00 |         |
| 144 Thrall   | Covered Hopper Car | 6270 Cubic Foot Covered Hopper Car | 11203         | MLLX: 11203 | 64,999.00 | 64,674.00     | 325.00 |         |

TOTAL: 9,327,447.00 9,280,647.00 46,800.00

SCHEDULE 1-3

| Manufacturer                  | Model                     | Specifications                         | Serial Number | Car Marks   | Equipment |           | Car      | Freight |
|-------------------------------|---------------------------|--|---------------|-------------|-----------|-----------|----------|---------|
|                               |                           |  |               |             | Cost      | Per Unit  |          |         |
| 1 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10501         | MLLX: 10501 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 2 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10386         | MLLX: 10386 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 3 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10374         | MLLX: 10374 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 4 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10416         | MLLX: 10416 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 5 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10487         | MLLX: 10487 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 6 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10421         | MLLX: 10421 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 7 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10491         | MLLX: 10491 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 8 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10495         | MLLX: 10495 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 9 National Steel Car Limited  | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10510         | MLLX: 10510 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 10 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10497         | MLLX: 10497 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 11 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10486         | MLLX: 10486 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 12 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10445         | MLLX: 10445 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 13 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10493         | MLLX: 10493 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 14 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10547         | MLLX: 10547 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 15 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10164         | MLLX: 10164 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 16 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10052         | MLLX: 10052 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 17 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10502         | MLLX: 10502 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 18 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10115         | MLLX: 10115 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 19 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10155         | MLLX: 10155 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 20 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10499         | MLLX: 10499 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 21 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10141         | MLLX: 10141 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 22 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10385         | MLLX: 10385 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 23 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10388         | MLLX: 10388 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 24 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10479         | MLLX: 10479 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 25 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10514         | MLLX: 10514 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 26 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10512         | MLLX: 10512 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 27 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10383         | MLLX: 10383 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 28 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10489         | MLLX: 10489 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 29 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10540         | MLLX: 10540 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 30 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10392         | MLLX: 10392 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 31 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10538         | MLLX: 10538 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 32 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10000         | MLLX: 10000 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 33 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10541         | MLLX: 10541 | 63,215.00 | 61,895.00 | 1,320.00 |         |
| 34 National Steel Car Limited | Plastic Pellet Hopper Car | 110 Ton, 6245 cu. ft Pellet Hopper Car | 10542         | MLLX: 10542 | 63,215.00 | 61,895.00 | 1,320.00 |         |

TOTAL: 2,149,310.00 2,104,430.00 44,880.00  
 GRAND TOTAL: 11,476,757.00 11,385,077.00 91,680.00

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-[C] No. 3", dated December 22, 1998 between FIRST SECURITY BANK, N.A., not in its individual capacity except as specifically provided therein and otherwise solely as Owner Trustee, as Lessor, and MONTELL USA INC., as Lessee, is a true and complete copy of the original thereof.

Certified this 22nd day of December, 1998.



*Kim L. Bartman*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 3-31-2000