

MAYER, BROWN & PLATT

231 SOUTH LASALLE STREET

CHICAGO, ILLINOIS 60604

TELEX 253760 CABLE LEMAY

312-782-0600

No. O-277A019

Date OCT 3 1980

Fee \$ 40.00

ICC Washington, D. C.

Mrs. Mildred Lee
Recordation Clerk
Room 2303
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mrs. Lee:

Enclosed please find:

1. The original and two certified true copies of a Third Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 2, 1979, from Nord Kaolin Company ("Nord") to Continental Illinois National Bank and Trust Company of Chicago (the "Bank");
2. The original and two certified true copies of a Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 6, 1979, from Nord to the Bank;
3. Three original copies of a Fifth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 7, 1980, from Nord to the Bank;
4. Three original copies of a Sixth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 9, 1980, from Nord to the Bank.

It would be appreciated if these documents could be recorded as supplements to the original Deed to Secure Debt, Security Agreement and Assignment, dated December 15, 1977, which was recorded by your office on November 13, 1978 as recordation no. 9830 (the First Supplemental Deed and Second Supplemental Deed were recorded on the same date as nos. 9830-A and 9830-B) to show that the Bank has a security interest in certain railroad tank car leases.

888 SEVENTEENTH STREET, N. W.
WASHINGTON, D. C. 20006
202-785-4443
277 PARK AVENUE
NEW YORK, NEW YORK 10017
212-935-7110
162 QUEEN VICTORIA STREET
LONDON EC4V 4BS, ENGLAND
01-248-1465

RECORDATION NO. 9830-C Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

October 1, 1980

RECORDATION NO. 9830-D Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9830-E Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 9830-F Filed 1426

OCT 3 1980 -12 15 PM

INTERSTATE COMMERCE COMMISSION

Mrs. Mildred Lee

-2-

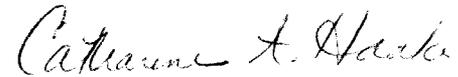
October 1, 1980

After recording please return to me two copies of each supplement, showing on each the file number and date of recording.

Enclosed is our check in the amount of \$40.00 to cover the recording fee.

Please call me if you have any questions regarding this filing.

Sincerely,



Catherine A. Haake

CAH/nm

Enclosures

OCT 3 1980 .12 15 PM

INTERSTATE COMMERCE COMMISSION

FIFTH SUPPLEMENTAL DEED TO SECURE DEBT,
SECURITY AGREEMENT AND ASSIGNMENT

THIS FIFTH SUPPLEMENTAL DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT, dated as of ~~April 11~~ ¹⁴ 1980, is from ~~JAL~~ ^{JAL} NORD KAOLIN COMPANY, a Georgia limited partnership (herein called the "Grantor"), to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (herein called the "Bank").

W I T N E S S E T H:

WHEREAS, the Grantor has heretofore executed and delivered to the Bank that certain Deed to Secure Debt, Security Agreement and Assignment, dated as of December 15, 1977 (herein called the "Original Deed"), in order to secure the payment of indebtedness owed or to be owing to the Bank pursuant to the terms of a Loan Agreement, dated December 15, 1977 (herein called the "Loan Agreement"), between the Grantor and the Bank, including indebtedness evidenced by a promissory note (herein called the "Original Note"), dated December 23, 1977, in the principal amount of \$3,000,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984; and

WHEREAS, the Original Deed is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 285-341, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 145, Folio 307-364; and

WHEREAS, the Original Deed has been amended by a First Supplemental Deed to Secure Debt, Security Agreement and

Assignment, dated April 1, 1978 (the Original Deed, as amended by the First Supplemental Deed to Secure Debt, Security Agreement and Assignment, is herein called the "First Amended Original Deed") to include as Indebtedness (as that term is defined in the First Amended Original Deed) all obligations incurred by the Grantor in connection with certain letters of credit in the aggregate amount of \$250,000 opened by the Bank for the account of the Grantor; and

WHEREAS, the First Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 92, Folio 688-690, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 146, Folio 504-506; and

WHEREAS, pursuant to the terms of a First Amendment to Loan Agreement, dated October 5, 1978 (herein called the "First Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "First New Promissory Note"), dated October 6, 1978, in the principal amount of \$3,600,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing July 31, 1979 and continuing through and including October 31, 1984, said First New Promissory Note being, to the extent of \$3,000,000, in extension and renewal of the Original Note, and to the extent of \$600,000, being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the First Amended Original Deed has been amended by a Second Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated October 6, 1978 (the First Amended Original

Deed, as amended by the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment, is herein called the "Second Amended Original Deed"), to include in the Indebtedness (as that term is defined in the Second Amended Original Deed) the First New Promissory Note, and so as to supplement the First Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Second Amended Original Deed) of certain mineral and tank car leases; and

WHEREAS, the Second Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book 93, Folio 662-679; and

WHEREAS, pursuant to the terms of a Second Amendment to Loan Agreement, dated May 2, 1979 (herein called the "Second Amendment"), the Grantor has executed and delivered to the Bank a new promissory note (herein called the "Second New Promissory Note"), dated May 2, 1979, in the principal amount of \$4,300,000, payable to the Bank, or its order, in 22 equal quarterly installments commencing October 31, 1979 and continuing through and including January 31, 1985, said Second New Promissory Note being, to the extent of \$3,600,000, in extension and renewal of the First New Promissory Note, and to the extent of \$700,000, being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Second Amended Original Deed has been amended by a Third Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated May 2, 1979 (the Second Amended Original Deed, as amended by the Third Supplemental Deed to

Secure Debt, Security Agreement and Assignment, is herein called the "Third Amended Original Deed"), to include in the Indebtedness (as that term is defined in the Third Amended Original Deed) the Second New Promissory Note, and so as to supplement the Second Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Third Amended Original Deed) of certain mineral leases; and

WHEREAS, the Third Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's Office, Superior Court, Twiggs County, Georgia, in Book JJ, Folio 424-432, and in the records of the Clerk's Office, Superior Court, Wilkinson County, Georgia, in Book 151, Folio 97-115; and

WHEREAS, pursuant to the terms of a Third Amendment to Loan Agreement, dated September 6, 1979 (herein called the "Third Amendment"), the Grantor has executed and delivered to the Bank an additional promissory note (herein called the "Additional Promissory Note"), dated September 6, 1979, in the principal amount of \$5,500,000, payable to the Bank, or its order, in 24 equal quarterly installments commencing November 30, 1981, and continuing through and including August 31, 1987, said Additional Promissory Note being evidence of additional loans from the Bank to the Grantor; and

WHEREAS, the Third Amended Original Deed has been amended by a Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, dated September 6, 1979 (the Third Amended Original Deed, as amended by the Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment, is herein called

the "Deed"), to include in the Indebtedness (as that term is defined in the Deed) the Additional Promissory Note, and so as to supplement the Third Amended Original Deed by the inclusion in the Subject Property (as that term is defined in the Deed) of certain mineral leases; and

WHEREAS, the Fourth Supplemental Deed to Secure Debt, Security Agreement and Assignment is recorded in the records of the Clerk's office, Superior Court, Twiggs County, Georgia, and in the records of the Clerk's office, Superior Court, Wilkinson County, Georgia, as shown in Schedule I attached hereto; and

WHEREAS, the Grantor desires to amend the Deed so as to supplement the Deed by the inclusion in the Subject Property (as defined in the Deed) of certain mineral and tank car leases;

NOW, THEREFORE, in consideration of the premises and of the debts and trusts mentioned above and the agreements herein contained and other good and valuable considerations, the Grantor agrees as follows:

1. REAFFIRMANCE OF THE DEED AND CONVEYANCE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS.

To secure the Indebtedness (as defined in the Deed) the Grantor has bargained, transferred, assigned, granted, conveyed, sold and granted a security interest, and by these presents does bargain, transfer, assign, grant, convey, sell and grant a security interest unto the Bank, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to the Subject Property (as defined in the Deed), and, in addition thereto, the Grantor has bargained,

transferred, assigned, granted, conveyed, sold and granted a security interest, and by these presents does bargain, transfer, assign, grant, convey, sell and grant a security interest unto the Bank, all the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to:

(a) the lands described in Attachment 1 hereto, and the leases and the fee, mineral, overriding royalty, royalty and other interests specifically described in Attachment 1 hereto,

(b) the kaolin and other minerals which are in, under, upon, produced or to be produced from the lands described in Attachment 1 hereto,

(c) the Tank Car Leases (as such term is defined in the Deed) described in Attachment 2 hereto,

(d) the proceeds and products of all of the foregoing,

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, any of the same, or of any instruments relating thereto, and all rights-of-way, franchises, easements, tenements, hereditaments and appurtenances now existing or in the future obtained in connection with any of the aforesaid, and all other things of value and incident thereto which the Grantor might at any time have or be entitled to.

The property, rights and interest covered hereby (and which are hereby added to the Subject Property, as defined in the Deed) are hereinafter collectively called the "Supplemental

Subject Property", and the term "Subject Property" when used in the Deed shall be deemed to include the Supplemental Subject Property. Attachment 1 hereto shall be made a part of Exhibit A to the Deed, and each reference to "Exhibit A" in the Deed shall be deemed to include reference to Attachment 1 hereto. Attachment 2 hereto shall be made part of Exhibit D to the Deed, and each reference to "Exhibit D" in the Deed shall be deemed to include reference to Attachment 2 hereto.

Subject, however, to the condition that the Bank shall not be liable in any respect for the performance of any covenant or obligation of the Grantor in respect of the Supplemental Subject Property.

TO HAVE AND TO HOLD the Supplemental Subject Property to the only proper use, benefit and behalf of the Bank, forever, in fee simple.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), the Grantor hereby bargains, transfers, assigns, grants, conveys and sells unto the Bank, effective as of the date hereof, all kaolin and other minerals which are thereafter produced from and which accrue to the Supplemental Subject Property, and all proceeds therefrom. All parties producing, purchasing or receiving any such kaolin or other minerals, or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions hereof, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Grantor and entitled in the Grantor's place and stead to receive such kaolin and other minerals and all

proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank, and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it.

2. WARRANTIES.

The warranties contained in the Deed shall apply to the Supplemental Subject Property to the same extent and with the same force and effect as if the Supplemental Subject Property had been specifically described and referred to in the Deed.

3. MISCELLANEOUS.

(a) This Fifth Supplemental Deed to Secure Debt, Security Agreement and Assignment shall be considered as an amendment and supplement to the Deed and, except as herein expressly supplemented and amended, the Deed is hereby ratified, approved and confirmed in every respect.

(b) This instrument may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical.

(c) This conveyance is intended (i) to constitute a security agreement under the Uniform Commercial Code of Georgia and (ii) to operate as and to be construed as a deed passing the title to the Supplemental Subject Property to the Bank and is made under those provisions of the existing laws of the State of Georgia relating to Deeds to Secure Debt, and not as a mortgage, and is given to secure the Indebtedness (as defined in the Deed) and the performance by the Grantor of its

obligations herein and in the Loan Agreement, as successively amended, contained.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

NORD KAOLIN COMPANY

By NORD KAOLIN CORPORATION,
General Partner

By Richard L. Stenberg
President

ATTEST:

Terence A. Long
Assistant Secretary

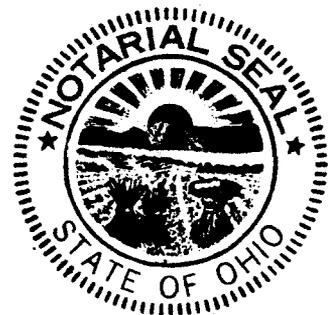
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Nois A. Sparr
Unofficial Witness

Alison G. Smith
Notary Public

ALISON G. SMITH, Notary Public
In and for the State of Ohio
My Commission Expires July 24, 1983

My Commission Expires:



The address of the Grantor is:

Nord Kaolin Company
Jeffersonville, Georgia 31044

The address of the Bank is:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Mining Division

This Instrument Was Prepared By:

Catharine A. Haake
231 South LaSalle Street
Chicago, Illinois 60604

STATE OF Ohio)
) SS
COUNTY OF Montgomery

I, Alison G. Walton a Notary Public residing in the County and State aforesaid, do hereby certify that RICHARD L. STEINBERGER, who is personally to me known and known to me to be a President of Nord Kaolin Corporation, a Georgia corporation and the general partner of Nord Kaolin Company, a limited partnership, this day appeared before me personally and did acknowledge that he did sign, seal and deliver the foregoing instrument of his own free will and accord on behalf of said corporation as general partner of Nord Kaolin Company for the purposes therein named and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of April, 1980.

Alison G. Walton
Notary Public in said County
and State

My Commission Expires: ALISON G. SMITH, Notary Public
In and for the State of Ohio
My Commission Expires July 24, 1983



SCHEDULE I

SCHEDULE OF RECORDING INFORMATION FOR FOURTH SUPPLEMENTAL
DEED TO SECURE DEBT, SECURITY AGREEMENT AND ASSIGNMENT

<u>Filing Office</u>	<u>Date Filed</u>	<u>Book/Folio</u>
Twiggs County, Georgia	9-11-79	Book LL, Folio 150-161
Wilkinson County, Georgia	9-10-79	Book 151, Folio 572-583

ATTACHMENT 1

The leasehold estate created by Mining Lease and Agreement by and between Freeport Minerals Company and Nord Kaolin Company, dated October 9, 1979, for which Mining Lease and Agreement a Declaration of Mining Lease and Agreement is recorded in Book MM, Folio 62 of the Clerk's Office of the Superior Court of Twiggs County, Georgia, in and to:

TRACT NO. 1: All that tract or parcel of land owned in fee simple by Freeport lying and being within a two hundred foot wide strip along common property lines between the Epps-Bloodworth-Fountain-Cannon Properties in Land Lot 90, 27th Land District of Twiggs County, Georgia, which are leased and being mined by Nord, and the Freeport-owned lands in Land Lot 90, 27th Land District of Twiggs County, Georgia.

TRACT NO. 2: All that tract or parcel of land, presently leased to Freeport lying and being within a four hundred foot wide strip along common property lines between the Epps-Bloodworth-Fountain-Cannon Properties in Land Lot 90, 27th Land District of Twiggs County, Georgia, which are leased and being mined by Nord and the Freeport-leased lands of the Lizzie Mae Crosby Property in Land Lot 89, 27th Land District of Twiggs County, Georgia, and being within a four hundred foot wide strip along common property lines of said Lizzie Mae Crosby Property and the Irene Moore Property in Land Lot 104, 27th Land District of Twiggs County, Georgia, in the Northeast of said Lizzie Mae Crosby Property for a distance of 950 feet along said common boundary from the South corner of Land Lot 89 in a Northwesterly direction along said common boundary. All this parcel being located in Land Lot 89, 27th Land District of Twiggs County, Georgia.

The leasehold estate created by mineral lease from Irene M. Moore to Georgia Coating Clay Company, dated January 9, 1948, being recorded in Book 64, Folio 537-39 of the Clerk's Office of the Superior Court of Twiggs County, Georgia, said mineral lease having been amended by an agreement, dated November 15, 1950, being recorded in Book 64, Folio 536 of said Clerk's Office, and also amended by an agreement, dated August 29, 1967, being recorded in Book 80, Folio 182-83, of said Clerk's Office, said amended

mineral lease having been assigned by Cyprus Mines Corporation to Nord Kaolin Company by Assignment of Mining Lease and Contract, dated December 19, 1979, which Assignment of Mining Lease and Contract is recorded in Book MM, Folio 311-12 of said Clerk's Office, in and to:

All that tract or parcel of land lying and being in Twiggs County, Georgia, in the twenty-eighth (28th) Land District, containing 84 acres, more or less, and bounded as follows:

On the Northwest by lands of Willingham, formerly O'Neal lands, on the Northeast by lands of Ms. J. A. Herring and Public Road from Marion to Macon, on the Southeast by lands of Mrs. Lillie Bowden, and on the Southwest by Barnes Estate, and being the same land described in a deed from Tully S. Herring to F. H. Treadwell, dated April 24, 1928, and recorded in the Office of the Clerk of Superior Court of Twiggs County in Book I, page 505.

ATTACHMENT 2

Tank Car Leases

I. Leases with General American Transportation Company

<u>Date of Lease</u>	<u>Lease No.</u>	<u>Car No. GATX-</u>	<u>Termination Date</u>
October 30, 1978	1962	33725 95754 80089 82262	January 31, 1981
March 16, 1979	1963	84999 88581 88918 36233	May 31, 1982
October 21, 1977	1965	74914 74948 74949 74950 74978 87687	December 31, 1980
October 21, 1977	1967	38232 38267 38163 38282 63453	December 31, 1980
October 21, 1977	1968	27654 27655 27656 27658 27659 27660 27661 27662 27663 27664 27665 27666	May 31, 1982
April 18, 1978	2600	17030 17031 17032 17033 17034 17035 17036 17037 17038 17039	September 25, 1983
June 26, 1978	3073	18131 through 18150 60455 through 60464	March 31, 1983

<u>Date of Lease</u>	<u>Lease No.</u>	<u>Car No. GATX-</u>	<u>Termination Date</u>
May 23, 1979	7406	17611 through 17630	5 years from last d of the month nearest the average Effecti Date of all the car
October 10, 1979	7991	35 cars (numbers unknown)	5 years from last day of the month nearest the average effective date of all the cars.

II. Leases with Union Tank Car Company

<u>Date of Lease</u>	<u>Lease No.</u>	<u>Car No. UTLX-</u>	<u>Termination Date</u>
May 25, 1978	Rider #1	25900 25902 25903 25905 25910 25912 25913 25914 25915 25918 25921 25922 25923 25926 25927	August 24, 1983
October 1, 1978	Rider #2	25928 25929 25932 25935 25940 25942 25944 25946 25947 25950 25951 25955 25957 25958 25960 25961 25962 25965 25968 25973	January 6, 1984
May 8, 1979	Rider #3	25889 25893 25894 25896 25897 25899 25967 25974 25975 25976 25978 25980 25983 25984	June 28, 1984

Date of Lease

Lease No.

Car No. UTLX-

Termination D

25985
25986
25990
25992
25993
25998