

LEASE
LEASING
GROUP

NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

RECORDATION NO. 11417 Filed 0-064A043

February 25, 1980 MAR 4 1980 12 10 PM

MAR 4 1980

INTERSTATE COMMERCE COMMISSION

Fee \$ 20.00

ICE Washington, D.C.

*Ms. Lee =
this one is
11417-V*

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 2
dated as of May 21, 1979, ("Lease") to Car Leasing
Agreement 8391 between North American Car Corporation
("Lessor") and Theile Kaolin Company ("Lessee")
in supplement of the Bailment Agreement and Assignment
of Leases ("Assignment of Leases") dated as of November
2, 1979, between Lessor and General Electric Credit
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate
Commerce Act is one executed counterpart and four certified
true copies of the above described supplementary Lease,
between Lessor, 222 South Riverside Plaza, Chicago, Illinois
and Lessee, Box 1056, Sandersville, Georgia 31082
and assigned to Assignee, P.O. Box 8300, 260
Long Ridge Road, Stamford, Connecticut 06904. The Assignment
of Leases was recorded with the Interstate Commerce Commission
at 1:15 p.m. on January 23, 1980, under Recordation No. 11417.

Under the Lease and the Assignment of Leases the Lessor
leases the cars described therein to the Lessee and assigns
such lease to the Assignee under and in accordance with the
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,
lease, maintain and perform certain administrative and other
services with respect to the equipment covered by such Lease
(which equipment has been or is to be sold to Assignee) and
assigns, transfers and sets over unto Assignee all of
Lessor's right, title and interest, powers, privileges and
other benefits in, but not its obligations under, the Lease
together with all amounts which may be received or credited
to the account of Lessor in respect of mileage compensation
from railroads using the equipment leased under such Lease
or any other sums received by or payable to Lessor from
parties other than the Lessee with respect thereto, all in
accordance with the Lease and the Assignment of Leases.

TIGER LEASING GROUP

Secretary
Interstate Commerce Commission

Page Two

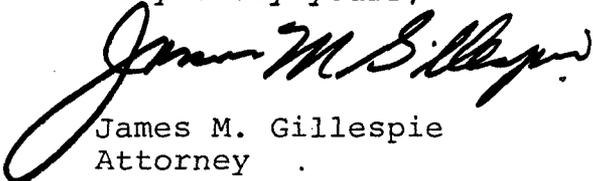
Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *Supplementary Rider, and \$10.00 for cross-indexing requested below.*

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

7 Please cross index this filing against the name of the Lessee, Theile Kaolin Company.

If you have any questions, please contact me.

Very truly yours,


James M. Gillespie
Attorney

enclosure

RECORDATION NO. 11417-V Filed 1425

MAR 4 1980 - 12 10 PM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

I hereby certify that I have compared this certified, true copy of Rider No. 2 to Car Leasing Agreement 8391 between North American Car Corporation and Theile Kaolin Company dated May 21, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

Debra A Kelly

(SEAL)

My Commission Expires February 23, 1983.

KEEP for
ICC
file copy
11417-V

RIDER NO. 2
Forming Part of
NORTH AMERICAN CAR CORPORATION
CAR LEASING AGREEMENT 8391

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Thirty (30)	14,100 gallon capacity tank cars, non-coiled, insulated, for shipment of Clay Slurry (Car numbers to be identified by separate letter from North American to Lessee after such numbers become available. Lessee's countersignature to such letter is not required)	\$409.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee at Sandersville, Georgia.

For each mile in excess of $\frac{30,000 \times \text{days in service}}{365}$ that each car covered by this Rider travels in a calendar year, there will be an additional charge of \$0.02.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 261.8 as was reported for December, 1978. Rentals thus calculated shall be rounded to the nearest \$0.50.

In the event that during the term hereof, the U. S. Department of Transportation, or any other governmental agency or non-governmental organization having jurisdiction over the operation, safety or use of railroad equipment, requires that North American add, modify or in any manner adjust the cars subject to this lease in order to qualify them for operation in railroad interchange, Lessee agrees to pay an additional monthly charge of \$1.30 per car for each \$100 expended by North American on such car, effective as of the date the car is released from the shop after application of such additions, modifications or adjustments (hereinafter the "Modifications"). No rental credits will be issued on cars entering the shop for any Modification for the first thirty days. In the event North American in its sole discretion determines prior to making any Modification that the cost thereof is not economical to expend in view of the estimated remaining useful life of such car, and North American elects to permanently remove such car from Lessee's service rather than have such car taken to a car shop for such Modification, the rental with respect to such car shall terminate upon the date specified in writing by North American, provided that such date must be prior to the date the Modification is so required to be made.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

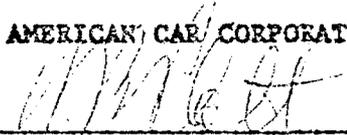
Dated this 21st day of May, 1979.

ATTEST:

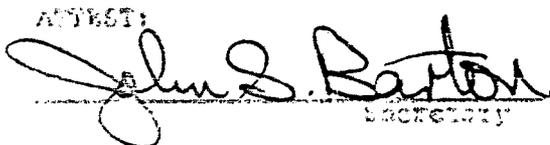

Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By

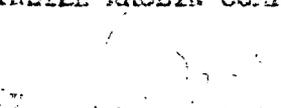

Sr. Vice President

ATTEST:


Secretary

THEILE KAOLIN COMPANY

By


Vice President

This lease is a COUNTY BEART ORIGINAL. No as-
signed copy of this lease may be created or
possession of this copy without ORIGINAL.



NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

December 17, 1979

Thiele Kaolin Company
Box 1056
Sandersville, Georgia 31082

Re: Rider No. 2 of
Car Leasing Agreement 8391

Gentlemen:

The cars with the following reporting marks are to be sub-
jected to Rider 2 of Car Leasing Agreement 8391:

NATX 14650 thru 14679.

Very truly yours,

NORTH AMERICAN CAR CORPORATION

By

A handwritten signature in cursive script, appearing to read "Richard A. Samuel".

Vice President