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particularly described in those parts of Schedules I-L and IV-L hereto annexed and hereby made a part hereof relating to the anhydrous ammonia pipeline system.

## SECOND

All right, title and interest of the Company under, in and to each of the instruments hereinafter described, including, but not limited to, all moneys payable to the Company thereunder:

- (a) Throughput Agreement as defined in this First Supplemental Indenture;
- (b) Assignments as defined in this First Supplemental Indenture; and
- (c) Guaranty Agreement as defined in this First Supplemental Indenture;

the Company, however, remaining liable to observe and perform all the conditions and covenants in said instruments to be observed and performed by it. Copies of said instruments, certified by the President or a Vice President and the Secretary or an Assistant Secretary of the Company to be true copies of the originals thereof, have been lodged with the Trustee simultaneously with the execution hereof.

## THIRD

All and singular the properties, whether real, personal or mixed, described or referred to in the Granting Clauses of the Indenture as property granted thereby or intended so to be granted (other than "excepted property" as referred to in the Indenture) which is owned by the Company at the time of the execution and delivery of this First Supplemental Indenture or to which it is now or (subject to the provisions of Article 14 of the Indenture) may at any time hereafter be in any manner entitled in law or in equity, including, but not limited to, the real, personal or mixed properties (other than properties relating to the anhydrous ammonia pipeline system) more particularly described in Schedules I-L, II-L and IV-L hereto annexed.

To HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged, assigned and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee, and each of them, and their successors in the trust and their assigns forever:

IN TRUST, nevertheless, under and subject to the terms, covenants, provisions and conditions, and for the uses and purposes, set forth in

the Indenture, as fully and with like effect as if the property hereby mortgaged, pledged and conveyed had been owned by the Company at the time of execution and delivery of the Original Indenture and had been specifically described in said Original Indenture:

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the Company, for itself and its successors, and the Trustee and their successors in the trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

## ARTICLE 1.

### AMENDMENTS TO THE ORIGINAL INDENTURE.

SECTION 1.01. The express exceptions to the Granting Clauses of the Original Indenture, which immediately follow said Granting Clauses, are hereby amended by (i) inserting the words "or ammonia" after the word "petroleum" in the first, second and fourth lines of subclause (3) thereof, (ii) deleting the word "and" at the end of clause (7) thereof, (iii) deleting the period at the end of clause (8) thereof and substituting a semi-colon therefor, and (iv) inserting the following after subclause (8) of such exceptions:

"(9) all property, real, personal or mixed, acquired by the Company upon its merger with Thermogas Company, an Iowa corporation, and owned or held by Thermogas Company at the time of such merger or thereafter acquired by the Company in connection with the business conducted by Thermogas Company at the time of such merger or in connection with any expansion or extension of such business to be conducted by the Thermogas Division of the Company into any field of activity other than the business of transporting petroleum or ammonia products as a common carrier by pipeline;

"(10) all property, real, personal or mixed, acquired by the Company upon its merger with Indian Point Farm Supply, Inc., a Delaware corporation, and owned or held by Indian Point Farm Supply, Inc. at the time of such merger or thereafter acquired by the Company in connection with the business conducted by Indian Point Farm Supply, Inc. at the time of such merger or in connection with any expansion or extension of such business to be conducted by the division of the Company which continues the busi-