RECORDATION NO. 14096 Filed 1425
JUL 8 - 1983 - 10 40 AM
INTERSTATE COMMERCE COMMISSION

LETTER OF TRANSMITTAL

Office of the Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Pursuant to Part 1116 of Title 49, CFR, enclosed with this letter of transmittal please find an original Indenture by and between BEKER INDUSTRIES, CORP., and MARINE MIDLAND BANK, N.A., together with two counterparts thereof.

The names and addresses of the parties to the transaction are as follows:

Mortgagor:	Beker Industries Corp. 124 Putnam Avenue P.O. Box 5700 Greenwich, CT 06836
Mortgagee:	Marine Midland Bank, N.A. 250 Park Avenue New York, NY 10177

RECEIVED
JUL 8 10 2
FEE OPERATION BR.

A general description of the railway equipment, whether locomotives, car or other rolling stock, covered by the Security Agreement is as follows:

(1) Yard Switch Engine, AAR Mechanical Designation EMD 99 ton SWI 600 horsepower Diesel Engine, marked for identification on its side as the "Blue Goose" engine serial No. 10094; and

(1) Trackmobile AAR Mechanical Designation 5 PM Whiting Trackmobile, serial No. 5953 and marked for identification on its side with the number "5953."

Also, we are enclosing our check in the amount of Fifty and No/100 Dollars ($50.00) representing the required recordation fee.

This letter of transmittal is executed by Mr. Larry B. Kessler, Senior Vice President, General Counsel and Secretary of Beker Industries Corporation, who is an executive officer of said corporation, and who has knowledge of the matters set forth herein. Please return the original document to Mr. Kessler at Beker Industries Corp., 124 West Putnam Avenue, P.O. Box 5700, Greenwich, Connecticut 06836.

BEKER INDUSTRIES CORP.

By _____
Larry B. Kessler
Senior Vice President,
General Counsel, Secretary

Interstate Commerce Commission
Washington, D.C. 20423

7/8/83

OFFICE OF THE SECRETARY

Larry B. Kessler
Senior Vice President
Beker Industries Corp.
124 West Putnam Ave. P.O.Box 5700
Greenwich,Connecticut 06836

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act,49 U.S.C. 11303, on 7/8/83 at 10:30am , and assigned recordation number(s). 14096

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

STATE OF Illinois)
) SS.
COUNTY OF Cook)

On this 16 day of April, 1980, before me personally appeared Nikita Zdanow, to me personally known, who, being by me duly sworn, says that he is the Vice President of CIT Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James Gorman
Notary Public

[Notarial Seal]

My Commission expires: March 6, 1984

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 16th day of April, 1980, before me personally appeared J.M. Butler, to me personally known, who, being by me duly sworn, says that he is the Vice President of Chicago Northwestern Transportation Co., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[Notarial Seal]

My Commission expires: Sept. 8, 1982

RECORDATION NO. 14886
JUL 8 - 1983 .M 10 AM
INTERSTATE COMMERCE COMMISSION

BEKER INDUSTRIES CORP.

AND

MARINE MIDLAND BANK, N.A.,
Trustee

INDENTURE

Dated as of July 1, 1983

$65,000,000

15 7/8% Secured Subordinated Sinking Fund Debentures Due 2003

Please do not take the staples out. I have no
to Rest them Backs.

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CROSS-REFERENCE TABLE

TIA Section	Indenture Section
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318(a)	12.01

N.A. means not applicable.

Rec. No. 14096
(Recorded July 8, 1983, 10:30 a.m.)

INDENTURE dated as of July 1, 1983, between BEKER INDUSTRIES CORP., a Delaware corporation ("Company"), and MARINE MIDLAND BANK, N.A., a national banking association ("Trustee").

WHEREAS, the Company deems it necessary to obtain money for the purposes of its business and to that end has authorized the issuance of not to exceed $65,000,000 aggregate principal amount (exclusive of premium, if any) of its 15 7/8% Secured Subordinated Sinking Fund Debentures due 2003 (the "Securities") hereunder; and, to secure the payment of the principal thereof and interest thereon and the performance and observance of the covenants and conditions herein contained, the Company has authorized the execution and delivery of this Indenture; and

WHEREAS, the Securities are to be substantially in the form set forth in Exhibit A to this Indenture;

NOW, THEREFORE, in order to secure the payment of the principal of and interest on all Securities at any time outstanding under this Indenture, according to their tenor, purport and effect, to secure the performance and observance by the Company of all the covenants and conditions therein and herein contained, to declare the terms and conditions upon which the Securities are, and are to be, issued and secured, and to charge the properties, interests and rights hereinafter described with such payment and with such performance and observance, and for and in consideration of the premises, of the purchase and acceptance of the Securities by the Holders, and of other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Company:

GRANTING CLAUSES

The Company by these presents does grant, bargain, sell, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee, its successors and assigns, and create a security interest in favor of the Trustee, its successors and assigns, in and with respect to, all of the property of the Company referred to in the following Granting Clauses (the "Collateral"):

GRANTING CLAUSE FIRST

Land

Certain parcels of real property now owned by the Company described in Schedule 1 hereto and all parcels of real property in the State of Idaho hereafter acquired by or on behalf of the Company and necessary for or used or intended to be used in connection with the operation of the Conda Fertilizer Plant (as hereinafter defined) or the Partnership Properties (as hereinafter defined) (the "Land").

GRANTING CLAUSE SECOND

Leases

The leases of real property that are described in Schedule 2 hereto, all leases of such real property hereafter entered into by or on behalf of, or acquired by, the Company and all other leases of real property in the State of Idaho hereafter entered into by or on behalf of, or acquired by, the Company and necessary for or used or intended to be used in connection with the operation of the Conda Fertilizer Plant or the Partnership Properties, other than such other leases hereafter entered into by the Company in the name of the Conda Partnership (all of which aforementioned granted leases are herein collectively called the "Leases").

GRANTING CLAUSE THIRD
Improvements

All buildings, structures, fixtures and other improvements and replacements thereof and additions thereto now or hereafter located on the Land or on real property subject to the Leases and constituting real property or fixtures under applicable law (the "Improvements").

GRANTING CLAUSE FOURTH

Adjoining Strips, etc.

All of the Company's estate, right, title, interest, claim and demand in, to and under all strips and gores of land, alluvial lands, adjacent

waters and waterways and the land underlying and in the beds of such adjacent waters and waterways and lying within the streets and roads adjoining or abutting any real property that is now or may hereafter be, or be required to be, subject to the Lien hereof, and all of the Company's estate, right, title, interest, claim and demand in, to and under all water, water power and flowage rights relating to the real property that is now or may hereafter be, or be required to be, subject to the Lien hereof.

GRANTING CLAUSE FIFTH
Easements, Rights of Way Uses,
Servitudes, Licenses etc.

All easements and rights of way now in effect that are described in Schedule 1 hereto and all easements and rights of way hereafter acquired by or on behalf of the Company and necessary for or used or intended to be used in connection with the operation of the Conda Fertilizer Plant or the Partnership Properties, and all of the Company's estate, right, title, interest, claim and demand in, to and under all uses, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or appertaining to any of the foregoing which are or are required to be subject to the Lien hereof, including but not limited to those described in Schedule 1 hereto.

GRANTING CLAUSE SIXTH

Equipment, Supplies, Raw
Materials and Inventory

(i) All of the Company's tangible personal property used or intended to be used in connection with the operation and maintenance of the Conda Fertilizer Plant or the Partnership Properties, whether now owned or hereafter acquired, including, but not limited to, all equipment and other assets described in or of the types described in Schedule 3 hereto and all modifications, alterations, repairs, substitutions, replacements, additions and accessions thereof or thereto (collectively, the "Equipment"), and (ii) all products and other goods whether now owned or hereafter produced or acquired by the Company for the purpose of sale in the

ordinary course of its business at the Conda Fertilizer Plant or the Partnership Properties, and all fuel, materials, stores and supplies and other personal property whether now owned or hereafter produced or acquired which are consumable in the operation of the business of the Company at the Conda Fertilizer Plant or the Partnership Properties (all of which are hereinafter collectively referred to as the "Inventory"), provided that the Lien hereof shall not attach to any Equipment or Inventory until such Equipment or Inventory enters into or exists in the State of Idaho.

GRANTING CLAUSE SEVENTH

Supply Contracts

All of the Company's right, title and interest under the Supply Contract dated as of December 20, 1978, as amended, between the Conda Partnership and the Company; and all of the Company's right, title and interest under each supply contract now in effect or hereafter entered into by the Company with the Conda Partnership or any other Person for the purpose of providing Inventory.

GRANTING CLAUSE EIGHTH

Conda Partnership Interest

All of the Company's right, title and interest as a general partner of the Conda Partnership as set forth in the Conda Partnership Agreement dated as of December 20, 1978, as amended from time to time, between the Company and Western Co-operative Fertilizers (U.S.) Inc. or otherwise; all of the Company's right, title and interest hereafter acquired in said Conda Partnership Agreement; all of the Company's right, title and interest in any successor partnership or other agreement relating to the ownership or use of the Partnership Properties; and effective upon distribution (or the right to a distribution from the Conda Partnership) all of the Company's right, title and interest in any real or personal property of the kind or character described in Granting Clauses FIRST through NINTH received as a

distribution or otherwise from the Conda Partnership, including without limitation, any or all of the real and personal property described on Schedule 7 hereto.

GRANTING CLAUSE NINTH

Proceeds, etc.

All reversions, remainders, rents, issues, profits, distributions, revenues and other income, and products and proceeds, of the Collateral now or hereafter subjected to the Lien of this Indenture, all proceeds of the conversion, voluntary or involuntary, of any of such Collateral into cash or liquidated claims, and all right, title and interest of every kind and nature whatsoever of the Company in and to the same and every part thereof.

PROVIDED that, with respect to any agreement, instrument, chattel paper or document or any right or interest thereunder which is now or may hereafter be subject to the Lien of this Indenture, the Company does hereby specifically grant, bargain, sell, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee, its successors and assigns, and create a security interest in favor of the Trustee, its successors and assigns, in and with respect to all rights, powers and options of the Company thereunder, including but not limited to, the right to claim for, collect, receive and receipt for rents, purchase prices and all other moneys payable thereunderand proceeds in respect thereof, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring proceedings in the name of the Company or otherwise, and generally to do anything which the Company is or may be entitled to do thereunder with respect thereto, except as otherwise expressly provided herein.

PROVIDED, HOWEVER, that the grant, bargain, sale, conveyance, assignment, transfer, mortgage, pledge, hypothecation, setting over and confirming unto the Trustee, its successors and assigns, and the creation of a security interest in favor of the Trustee, its successors and assigns, in the rights, powers and options of the Company under any agreement, instrument, chattel paper or document effected by virtue of the foregoing Granting Clauses shall not impose upon the Trustee, its successors or assigns or any

Securityholder, any obligation of the Company to perform, or any liability for the failure of the Company or the Trustee to perform, under any such agreement, instrument, chattel paper or document or impair or diminish any such obligation of the Company.

EXCEPTING AND EXCLUDING from the Lien and operation of this Indenture any items of property as and when disposed of as permitted by this Indenture.

TO HAVE AND TO HOLD all such Collateral, whether now owned or held or hereafter acquired, unto the Trustee and its successors and assigns forever.

SUBJECT, HOWEVER, to such exceptions, reservations, restrictions and matters as are herein referred to and to Permitted Liens;

IN TRUST NEVERTHELESS, under and subject to the conditions herein set forth and for the equal and proportionate benefit and security, without priority or preference, of Securityholders now or hereafter issued under and secured by this Indenture, for the enforcement of the payment of the principal of the Securities and the interest thereon, when payable, and for the performance and observance of the covenants and conditions of this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Securities;

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Company, its successors or assigns, shall pay in full or cause to be paid in full the principal and interest payable in respect of the Securities at the times and in the manner stipulated therein and herein and shall keep, perform and observe all and singular the covenants and conditions in the Securities and in this Indenture expressed to be kept, performed and observed by and on the part of the Company, then this Indenture shall be discharged, and the estates and rights hereby assigned, shall cease, determine and be void; otherwise they shall remain in full force and effect.

AND IT IS HEREBY COVENANTED AND DECLARED that the Collateral is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, and the Company for itself and its successors and assigns does hereby covenant and agree to and with the Trustee and its successors and assigns, for the benefit of

all present or future Holders, and any of them, as follows:

ARTICLE 1

DEFINITIONS, INCORPORATION BY REFERENCE AND RULES OF CONSTRUCTION

Section 1.01. Definitions.

"Affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Board of Directors" means the Board of Directors of the Company or any authorized committee of the Board.

"Capitalized Lease Obligation" means Indebtedness represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with generally accepted accounting principles and the amount of such Indebtedness shall be the capitalized amount of such obligations determined in accordance with such principles.

"Company" means Beker Industries Corp. until a successor replaces it and thereafter means the successor and shall not include Subsidiaries unless the context otherwise indicates.

"Conda Fertilizer Plant" means all of the real property, structures, improvements, personal property and rights comprising the security granted by the Company to the Trustee pursuant to Granting Clauses FIRST through SEVENTH and, to the extent applicable to Granting Clauses FIRST through SEVENTH hereof, Granting Clause NINTH hereof.

"Conda Partnership" means (a) that certain partnership formed pursuant to the Conda Partnership Agreement, or (b) any partnership, joint venture or other association formed pursuant to any successor partnership or other agreement relating to the ownership or use of the Partnership Properties to which the Company is a party.

"Conda Partnership Agreement" means the Conda Partnership Agreement dated as of December 20, 1978, as amended, between the Company and Western Co-operative Fertilizers (U.S.) Inc., as the same may be amended, restated

or modified from time to time, and any successor agreement pursuant to which the Conda Partnership is formed or exists.

"Conda Properties" means and includes (a) the Conda Fertilizer Plant and (b) the Partnership Properties.

"Current Indebtedness" means, as applied to any Person, all Indebtedness of such Person which, in accordance with generally accepted accounting principles, may properly, at the time in question, be classified as current on a balance sheet of such Person.

"Default" means any event which is, or after notice, whether to the Trustee or the Company, or passage of time would be, an Event of Default.

"Engineer's Certificate" means a certificate signed and verified by an engineer, appraiser or other expert (who may be an individual, partnership or corporation), appointed by the Board of Directors, who may be an employee of the Company. Each such certificate shall conform to the requirements of Section 12.05.

"Escrow Agent" means the party named as such in the Escrow Agreement.

"Escrow Agreement" means the Escrow Agreement dated as of July 1, 1983 between the Company and Marine Midland Bank, N.A.

"Foreign Subsidiary" means each of Beker Comercio e Industria de Fertilizantes, Ltda., Fertilizantes Beker Ltda., Ricassolo S.A.-Industria e Comercio de Adubos, Beker Phosphate GmbH, Beker Mediterranea S.p.A., Beker Overseas Ltd., Beker International Ltd. and Beker Industries of Canada Ltd.

"Guaranty", "Guaranteed" or to "Guarantee" as applied to any obligation means and includes (a) a guaranty (other than by endorsement of negotiable instruments for collection in the ordinary course of business), directly or indirectly, in any manner, of any part or all of such obligation and (b) an agreement, direct and indirect, contingent or otherwise, and whether or not constituting a guaranty, the practical effect of which is to assure the payment or performance (or payment of damages in the event of non-performance) of any part or all of such obligation whether by (i) the purchase of securities or obligations,

(ii) the purchase, sale or lease (as lessee or lessor) of property or the purchase or sale of services primarily for the purpose of enabling the obligor with respect to such obligation to make any payment or performance (or payment of damages in the event of non-performance) of or on account of any part or all of such obligation, or to assure the owner of such obligation against loss, (iii) the supplying of funds to or in any other manner investing in the obligor with respect to such obligation, (iv) repayment of amounts drawn down by beneficiaries of letters of credit not arising out of the import of goods or (v) the supplying of funds to or investing in a Person on account of all or any part of such Person's obligation under a Guaranty of any obligation or indemnifying or holding harmless, in any way, such Person against any part or all of such obligation; provided however, in no event shall a time charter of a vessel be construed to be a "Guaranty" under this Agreement.

"Holder" or "Securityholder" means a person in whose name a Security is registered.

"Indebtedness" as applied to a Person, without duplication, means (a) all items, except items of capital stock or of surplus or of general contingency or deferred tax reserves, which in accordance with generally accepted accounting principles would be included in determining total liabilities as shown on the liability side of a balance sheet of such Person as at the date as of which Indebtedness is to be determined, (b) all obligations (including, during the non-cancellable term of any lease in the nature of a title retention agreement, all future payment obligations under such lease discounted to their present value in accordance with generally accepted accounting principles) secured by any Lien to which any property or asset owned or held by such Person is subject, whether or not the obligation secured thereby shall have been assumed, and (c) all obligations of other Persons which such Person has Guaranteed, including but not limited to all obligations of such Person consisting of recourse liability with respect to accounts receivable sold or otherwise disposed of by such Person.

"Indenture" means this Indenture as amended from time to time.

"Independent Engineer's Certificate" means a certificate signed and verified by an engineer, appraiser or other expert (who may be an individual, partnership or corporation), (a) appointed by the Board of Directors and

approved by the Trustee in the exercise of reasonable care and (b) who is in fact independent, does not have any substantial interest, direct or indirect, in the Company or in any other obligor on the Securities and is not connected with the Company or any other obligor on the Securities as a director, officer, employee or person performing similar functions. Each such certificate shall conform to the requirements of Section 12.05 and shall contain a statement to the effect that the signer is as described in clause (b) of this paragraph.

"Lien" as applied to the property of any Person means: (a) any mortgage, lien, pledge, charge, lease constituting a Capitalized Lease Obligation, conditional sale or other title retention agreement, or other security interest or encumbrance of any kind in respect of any property of such Person, or upon the income or profits therefrom; (b) any arrangement, express or implied, under which any property of such Person is transferred, sequestered or otherwise identified for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to the payment of the general, unsecured creditors of such Person; (c) any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other title exception or encumbrance affecting property; and (d) the filing of, or any agreement to give, any financing statement under the Uniform Commercial Code or the equivalent of any jurisdiction.

"Mining Leases" means all federal and other leases (including sub-leases) and other similar real property rights permitting the Company or the Conda Partnership, or their respective agents, to mine or drill for phosphate ore or any other minerals, oil or gas on property in Idaho, as described in Schedule 4 hereto, and any successor or replacement leases or similar real property rights.

"Money Borrowed" shall mean, as applied to Indebtedness, money borrowed and Indebtedness represented by notes payable and drafts accepted representing extensions of credit, all obligations evidenced by bonds, debentures, notes or other similar instruments, all Indebtedness upon which interest charges are customarily paid, and all Indebtedness issued or assumed as full or partial payment for property, whether or not any such notes, drafts, obligations or Indebtedness represent Indebtedness for borrowed money and all Capitalized Lease Obligations.

"Officer" means the President, any Vice President, the Treasurer or the Secretary of the Company.

"Officers' Certificate" means a certificate signed by two Officers, one of whom must be the President, the Treasurer or a Vice-President of the Company. Each such certificate shall conform to the requirements of Section 12.05.

"Opinion of Counsel" means a written opinion from legal counsel, including an employee of or counsel to the Company, who is acceptable to the Trustee. Each such opinion shall conform to the requirements of Section 12.05.

"Partnership Properties" means all real and personal property, tangible or intangible, in which the Conda Partnership now or at any time hereafter has any interest.

"Person" means an individual, corporation, partnership, trust or unincorporated organization, or a government or any agency or political subdivision thereof.

"Principal" of a debt security means the principal of the security plus the premium, if any, on the security.

"Responsible Officer" means (a) the Chairman, President, General Counsel or Treasurer of the Company, (b) any executive vice president or senior vice president of the Company, or (c) the general manager or other employee of the Company with responsibility for the day-to-day operations of the Company's business in respect of the Conda Properties.

"Restoration" means the repair, design, restoration, and rebuilding of that portion or portions of the Collateral or the Partnership Properties affected by a Destruction or a Taking.

"SEC" means the Securities and Exchange Commission.

"Securities" means the Securities described above issued under this Indenture.

"Security Event" means (a) a declaration pursuant to Section 6.02 hereof that principal of and interest on the Securities is due and payable, (b) an occurence of an Event of Default described in Section 6.01(11) or (12) hereof or (c) a failure by the Company to pay all outstanding principal of and interest on the Securities when all such indebtedness

becomes due and payable.

"Subsidiary" means any corporation or other entity of which securities or other ownership interests (a) having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or (b) constituting a majority voting interest are at the time directly or indirectly owned or controlled by the Company or one or more other Subsidiaries, or by the Company and one or more other Subsidiaries.

"Supply Contract" means the Supply Contract dated as of December 20, 1978, as amended, between the Conda Partnership and the Company, as the same may be amended, restated or modified from time to time, and any future supply contracts entered into by the Company with the Conda Partnership for the purpose of providing Inventory.

"TIA" means the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) as in effect on the date shown above, except as otherwise provided in Section 9.03.

"Trustee" means the party named as such above until a successor replaces it and thereafter means the successor.

"Trust Officer" means the Chairman of the Board, the President or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

Section 1.02. Other Definitions.

Term	Defined in Section
"Bankruptcy Law"	6.01
"Best Efforts"	4.16
"Collateral"	Preamble to Granting Clauses
"Commitment"	4.10(d)
"Custodian"	6.01
"Debt"	11.03
"Destruction"	4.10(a)
"Distribution"	11.03
"Equipment"	Granting Clause SIXTH
"Estimate"	4.10(d)
"Event of Default"	6.01
"Improvements"	Granting Clause THIRD
"Inventory"	Granting Clause SIXTH
"Land"	Granting Clause FIRST

"Leases"	Granting Clause SECOND
"Legal Holiday"	12.08
"Letter of Credit"	4.10(d)
"Major Restoration"	4.10(d)
"Net Award"	4.10(b)
"New Interest"	4.13(e)
"Paying Agent"	2.03
"Permitted Liens"	4.12(a)
"Permitted Partnership Liens"	4.12(b)
"Registrar"	2.03
"Representative"	11.03
"Senior Debt"	11.03
"Separation Date"	2.13
"Substantially Equivalent"	4.07(d)
"Taking"	4.10(b)
"Underwriter"	2.13
"U.S. Government Obligations"	8.02

Section 1.03. Incorporation by Reference of Trust Indenture Act. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Securities;

"indenture security holder" means a Securityholder;

"indenture to be qualified" means this Indenture;

"indenture trustee" or "institutional trustee" means the Trustee; and

"obligor" on the indenture securities means the Company.

All other terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings assigned to them.

Section 1.04. Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular; and

(5) provisions apply to successive events and transactions.

ARTICLE 2

THE SECURITIES

Section 2.01. Form and Dating. The Securities shall be substantially in the form of Exhibit A, which is part of this Indenture. The Securities may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Security shall be dated the date of its authentication.

Section 2.02. Execution and Authentication. Two Officers shall sign the Securities for the Company by manual or facsimile signature. The Company's seal shall be reproduced on the Securities.

If an Officer whose signature is on a Security no longer holds that office at the time the Security is authenticated, the Security shall nevertheless be valid.

A Security shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Security has been authenticated under this Indenture.

The Trustee shall authenticate Securities for original issue up to the aggregate principal amount of $65,000,000 (exclusive of premium, if any) upon a written order of the Company signed by two Officers. The aggregate principal amount of Securities outstanding at any time may not exceed that amount except as provided in Section 2.07.

The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with the Company or an Affiliate.

Section 2.03. Registrar and Paying Agent. The Company shall maintain an office or agency where Securities may be presented for registration of transfer or for exchange ("Registrar"), and an office or agency where Securities may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Securities and of their transfer and exchange. The Company may appoint one or more coregistrars and one or more additional paying agents. The term "Paying Agent" includes any additional paying agent. The Company shall notify the Trustee of the name and address of any Agent not a party to this Indenture. The Trustee is hereby appointed Registrar and Paying Agent.

Section 2.04. Paying Agent to Hold Money in Trust. The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Securityholders or the Trustee all money held by the Paying Agent for the payment of principal or interest on the Securities, and will promptly notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent shall have no further liability for the money. If the Company acts as Paying Agent, it shall segregate and hold as a separate trust fund all money held by it as Paying Agent.

Section 2.05. Securityholder Lists. The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Securityholders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee not more than 10 days after each record date with respect to each interest payment date and at such other times as the Trustee may request in writing a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Securityholders.

Section 2.06. Registration of Transfer and Exchange. Where Securities are presented to the Registrar or a co-registrar with a request to register transfer or to exchange them for an equal principal amount of Securities of other denominations, the Registrar shall register the transfer or make the exchange if its requirements for such transactions are met. The Company may charge a reasonable fee for any registration of transfer or exchange but not for any exchange pursuant to Section 2.10, 3.06 or 9.05.

Section 2.07. Replacement Securities. If the Holder of a Security claims that the Security has been lost, destroyed or wrongfully taken, the Company shall issue and the Trustee shall authenticate a replacement Security if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond shall be furnished that shall be sufficient in the judgment of both to protect the Company, the Trustee, any Agent or any authenticating agent from any loss which any of them may suffer if a Security is replaced. The Company may charge for its expenses in replacing a Security.

Every replacement Security issued under this Section 2.07 is an additional obligation of the Company.

Section 2.08. Outstanding Securities. The Securities outstanding at any time are all the Securities authenticated by the Trustee except for those cancelled by it, those delivered to it for cancellation, and those described in this Section as not outstanding.

If a Security is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Security is held by a bona fide purchaser.

If Securities are considered paid under Section 4.01, they cease to be outstanding and interest on them ceases to accrue.

A Security does not cease to be outstanding because the Company or an Affiliate holds the Security.

Section 2.09. Treasury Securities. In determining whether the Holders of the required principal amount of Securities have concurred in any direction, waiver or consent, Securities owned by the Company or an Affiliate shall be disregarded, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Securities which the Trustee knows are so owned shall be so disregarded.

Section 2.10. Temporary Securities. Until definitive Securities are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Securities upon a written order of the Company signed by two Officers. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that

the Company considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Securities in exchange for temporary Securities upon a written order of the Company signed by two Officers.

Section 2.11. Cancellation. The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Securities surrendered to them for registration of transfer, exchange or payment. The Trustee shall cancel all Securities surrendered for registration of transfer, exchange, payment or cancellation and shall dispose of cancelled Securities as the Company directs. The Company may not issue new Securities to replace Securities that have been paid or delivered to the Trustee for cancellation.

Section 2.12. Defaulted Interest. If the Company defaults in a payment of interest on the Securities, it shall pay the defaulted interest in any lawful manner. It may pay the defaulted interest, plus any interest payable on the defaulted interest, to the persons who are Securityholders on a subsequent special record date. The Company shall fix the special record date and payment date. At least 15 days before the special record date, the Company shall mail to the Paying Agent, the Trustee and Securityholders a notice that states the special record date, payment date, and amount of interest to be paid.

Section 2.13. Endorsement on Securities. Until the close of business on September 30, 1983, or on such earlier date as shall be designated to the Company and the Trustee by Bear, Stearns & Co. (the "Underwriter") (the close of business on September 30, 1983, or such earlier date being hereinafter in this Section 2.13 called the "Separation Date"), an endorsement substantially in the form set forth in Annex 1 to Exhibit A under the heading "Endorsement with Respect to Deposit of Warrants to Purchase Common Stock" shall be printed on each Security authenticated and delivered by the Trustee.

The Company shall cause each Security delivered to the Trustee for authentication prior to the Separation Date to have such endorsement printed thereon. Only Securities on which such endorsement is printed shall be authenticated by the Trustee on or prior to the Separation Date and only Securities on which such endorsement has not been printed shall be authenticated by the Trustee after the Separation Date.

In the event that the Underwriter shall designate a Separation Date earlier than the close of business on September 30, 1983, such designation shall be conclusively evidenced by a letter to the Company from the Underwriter to such effect, filed by the Company with the Trustee.

ARTICLE 3

REDEMPTION

Section 3.01. Notices to Trustee. If the Company wants to redeem Securities other than pursuant to paragraph 7 of the Securities, it shall notify the Trustee of the redemption date and the principal amount of Securities to be redeemed. The Company's notice shall specify the paragraph of the Securities pursuant to which Securities are to be redeemed. If the Company wants to credit against any redemption required by paragraph 7 of the Securities, Securities it has not previously delivered to the Trustee for cancellation, it shall deliver the Securities with the notice.

The Company shall give the notice provided for in this Section at least 60 days before the redemption date.

Section 3.02. Selection of Securities to be Redeemed. If less than all the Securities are to be redeemed, the Trustee shall select the Securities to be redeemed pro rata or by lot or by such other method of random selection which the Trustee shall in its sole discretion deem appropriate and fair. The Trustee shall make the selection not more than 60 days before the redemption date from Securities outstanding not previously called for redemption. The Trustee may select for redemption portions of the principal of Securities that have denominations larger than $1000. Securities and portions of them it selects shall be in amounts of $1000 or whole multiples of $1000. Provisions of this Indenture that apply to Securities called for redemption also apply to portions of Securities called for redemption.

Section 3.03. Notice of Redemption. At least 30 days but not more than 60 days before a redemption date, the Company shall mail a notice of redemption to each Holder whose Securities are to be redeemed.

The notice shall identify the Securities to be redeemed and shall state:

(1) the redemption date;

(2) the redemption price;

(3) the name and address of the Paying Agent;

(4) that Securities called for redemption must be surrendered to the Paying Agent to collect the redemption price; and

(5) that interest on Securities called for redemption ceases to accrue on and after the redemption date.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense.

Section 3.04. Effect of Notice of Redemption. Once notice of redemption is mailed, Securities called for redemption become due and payable on the redemption date at the redemption price, subject in the case of redemption pursuant to paragraph 7 or 8 of the Securities to the provisions of paragraph 5 of the Securities.

Section 3.05. Deposit of Redemption Price. On or before the redemption date, the Company, subject in the case of redemption pursuant to paragraph 7 or 8 of the Securities to the provisions of paragraph 5 of the Securities, shall deposit with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Securities to be redeemed on that date.

Section 3.06. Securities Redeemed in Part. Upon surrender of a Security that is redeemed in part, the Trustee shall authenticate for the Holder a new Security equal in principal amount to the unredeemed portion of the Security surrendered.

ARTICLE 4

CERTAIN COVENANTS OF THE COMPANY

Section 4.01. Payment of Securities. The Company shall pay the principal of and interest on the Securities on the dates and in the manner provided in the Securities. Unless payment is prohibited by Section 11.05 or by paragraph 5 of the Securities, principal and interest shall be

considered paid on the date due if the Paying Agent holds on that date money sufficient to pay all principal and interest then due.

The Company shall pay interest on overdue principal at the rate borne by the Securities; it shall pay interest on overdue installments of interest at the same rate to the extent lawful.

Section 4.02. SEC Reports; Conda Partnership Financial Statements.

(a) The Company shall file with the Trustee within 15 days after it files them with the SEC copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as the SEC may by rules and regulations prescribe) which the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. The Company also shall comply with the other provisions of TIA § 314(a).

(b) The Company shall deliver to the Trustee when and to the extent available to the Company

(i) a balance sheet of the Conda Partnership as at the end of each of the first three quarterly accounting periods in each fiscal year of the Conda Partnership and the related statements of income, partners' equity and changes in financial position of the Conda Partnership for the elapsed portion of the fiscal year ended with the last day of such quarterly period, setting forth in each case in comparative form the figures for the corresponding periods of the previous fiscal year, all of which shall be certified by the chief financial officer of the Conda Partnership to be, in his opinion, complete and correct and to present fairly in accordance with generally accepted accounting principles that are consistent (except for changes that have been approved in writing by the Conda Partnership's current independent certified public accountants) with those followed in the preparation of the audited financial statements referred to in clause (ii) below and that have been consistently applied throughout the period involved; and

(ii) the balance sheet of the Conda Partnership as at the end of each fiscal year of the Conda Partnership and the related statements of

income, partners' equity and changes in financial position of the Conda Partnership for such fiscal year, setting forth in comparative form the figures as at the end of and for the previous fiscal year, in each case certified by independent certified public accountants of recognized standing selected by the Conda Partnership.

Section 4.03. Compliance Certificate.

(a) The Company shall deliver to the Trustee annually,

(i) within 90 days after the close of each fiscal year of the Company, an Officers' Certificate stating whether or not the signers know of any Default that occurred during the fiscal year;

(ii) within 90 days after the close of each fiscal year of the Company, a certificate, complying with Section 12.05, of a firm of independent accountants that examined the consolidated financial statements of the Company for such year, stating whether or not such firm, in making the examination in connection with its report on such consolidated financial statements has obtained knowledge of a Default; and

(iii) when and to the extent available to the Company, in the exercise of reasonable diligence by the Company, after the close of each fiscal year of the Conda Partnership, a certificate, complying with Section 12.05, of a firm of independent accountants that examined the financial statements of the Conda Partnership for such year, stating whether or not such firm, in making the examination in connection with its report on such financial statements has obtained knowledge of a Default.

Each such certificate shall describe each Default referred to therein.

(b) The Company shall give prompt written notice to the Trustee in case of each of the following:

(i) the Company fails to maintain the insurance required by this Indenture with respect to the Conda Fertilizer Plant or such insurance is cancelled, terminated or permitted to lapse;

(ii) a partner in the Conda Partnership other than the Company (or a Person acting in the place of or on behalf of such partner) commences proceedings, other than a proceeding pursuant to the provision of Section 4.13(e) hereof, for the dissolution or winding up of the Conda Partnership;

(iii) the Company fails to make when due a capital contribution (or payment deemed to be a capital contribuion) required to be made by the Conda Partnership Agreement, which failure could, with notice or lapse of time or both, result in an adjustment to the Company's capital account in the Conda Partnership;

(iv) final judgment or judgments for the payment of money;

(A) in excess of an aggregate of $5,000,000 is rendered against the Company, or

(B) in excess of an aggregate of $10,000,000 is rendered against the Conda Partnership,

(v) acceleration of, or a failure to pay at maturity of, any Indebtedness for Money Borrowed (other than (A) hereunder and (B) Indebtedness of Foreign Subsidiaries existing on the date of this Indenture or any refinancing thereof) of the Company or any Subsidiary which individually or taken together equals or exceeds $10,000,000 occurs pursuant to the terms of any agreement or instrument (other than this Indenture) evidencing or securing or relating to any Indebtedness for Money Borrowed owing by the Company or any such Subsidiary;

(vi) the Company fails to make any payment of principal or interest with respect to Senior Debt which failure would permit any holder or holders of such Senior Debt or any trustee or agent acting on behalf of such holder or holders or any other Person to accelerate the maturity of such Senior Debt in accordance with the provisions of any agreement or instrument evidencing or securing or relating to such Senior Debt, or a failure to pay any such Senior Debt at maturity occurs, provided that such Senior Debt individually or taken together is not less than $10,000,000; and

(vii) the Company or any Subsidiary defaults in the performance, observance or fulfillment of any of its covenants or obligations hereunder or under any agreement or instrument evidencing or relating to Senior Debt or other Indebtedness, which default could result in the acceleration of Senior Debt or other Indebtedness in aggregate principal amount of not less than $5,000,000, and the Company shall give monthly written notices of the status of any such defaults and of any action being taken with respect thereto, provided that no such notice need be given in respect of defaults of Beker Comercio e Industria de Fertilizantes, Ltda., Fertilizantes Beker Ltda. or Ricassolo S.A.-Industria e Comercio de Adubos under any agreement or instrument evidencing Indebtedness of such companies existing on the date hereof or the refinancing thereof so long as such default could not result in the acceleration of any Senior Debt or any Indebtedness of the Company or any Subsidiary other than such Subsidiaries.

Section 4.04. Preservation of Property and Assets, After Acquired Property, etc.

(a) The Company represents and warrants that it has and covenants that it shall continue to have good right, full power and lawful authority to grant, bargain, sell, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm and assign and create a security interest in all its property and rights and interest therein of every kind and nature described or referred to in the Granting Clauses hereof which, by the provisions hereof, is intended to be subjected to the Lien hereof; and the Company shall warrant, preserve and defend the interest and title of the Trustee to the Collateral, including all property hereafter subjected to the Lien hereof, against the claims of all Persons and will maintain and preserve the Lien hereof on the Collateral.

(b) The Company covenants that this Indenture will constitute a legal, valid and direct first mortgage lien on, and security interest in, all of the Collateral subject to no Lien other than Permitted Liens, except such thereof as shall have been duly released or which shall have been otherwise disposed of free from the Lien hereof, pursuant to the provisions hereof.

(c) All property of every kind which the Company has covenanted by this Indenture to grant to the Trustee a

lien on and security interest in shall immediately upon the acquisition thereof by the Company be, and without any further conveyance or assignment shall become, subject to the Lien hereof as fully and completely as though now owned by the Company, but the Company will make and deliver any and all such further assignments, supplemental indentures, mortgages, security agreements and other instruments of further assurance as may be required to comply with its obligations under Section 4.05(a).

Section 4.05. Recordation of Indenture.

(a) The Company shall cause this Indenture and all indentures and other instruments supplemental hereto, and all necessary financing statements, notifications of secured transactions and other instruments, to be promptly recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places as may be required by law, and take all such other actions as may be required, in order to make effective the Lien intended to be created hereby with the priority contemplated by Section 4.04(b) and shall pay all taxes and fees incidental hereto and thereto.

(b) The Company shall furnish to the Trustee at the time of the execution and delivery of this Indenture and within 120 days after the close of each fiscal year of the Company, an Opinion of Counsel (i) stating that such action has been taken with respect to the recording, registering, filing, re-recording, re-registering and re-filing of this Indenture and of each instrument supplemental hereto and of all necessary financing statements, notifications of secured transactions and other instruments as is necessary to maintain the Lien hereof with the priority contemplated by Section 4.04(b), and reciting the details of such action (including the jurisdictions in which such action was taken), or stating that no such action is required, (ii) stating what, if any, action of the foregoing character may reasonably be expected to become necessary during the current fiscal year to so maintain the Lien of this Indenture and of each instrument supplemental hereto and (iii) stating that, based upon a review of the appropriate public records and Officers' Certificates, the Collateral is subject to no Lien other than Permitted Liens and the Partnership Properties are subject to no Lien other than Permitted Partnership Liens.

Section 4.06. Payment of Taxes, etc.

(a) Company Taxes, etc. The Company shall pay and discharge or cause to be paid and discharged, before the same shall become in default, all taxes, assessments and governmental charges lawfully levied or imposed upon it or upon its income and profits or upon any of its properties, as well as all lawful claims for labor, services, materials and supplies, which, if unpaid, might by law become a Lien upon any of such properties; provided that this Section 4.06(a) shall not require the Company to pay and discharge or cause to be paid and discharged any such tax, assessment, charge, levy or claim which is being contested in good faith by appropriate proceedings so long as, in the good faith judgment of the Company, the Company's title to, and its right to retain and use, the Collateral or any part thereof would not be materially adversely affected thereby. The Company shall give the Trustee prompt notice of the failure of the Company to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim which failure could affect the Company's title to, or its right to retain and use, the Collateral or any part thereof by delivering to the Trustee an Officers' Certificate, which Certificate shall also state that such failure is not a Default and shall recite the details of such tax, assessment, charge, levy or claim and the action being taken in respect thereof.

(b) Conda Partnership Taxes, etc. The Company shall pay and discharge or cause to be paid and discharged, before the same shall become in default, all taxes, assessments and governmental charges lawfully levied or imposed upon the Conda Partnership or upon its income and profits, or upon any of the Partnership Properties, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a Lien upon any of such properties; provided that this Section 4.06(b) shall not require the Company to pay and discharge or cause to be paid and discharged any such tax, assessment, charge, levy or claim which is being contested in good faith by appropriate proceedings so long as, in the good faith judgment of the Company, the Conda Partnership's title to, and its right to retain and use, the Partnership Properties or any part thereof would not be materially adversely affected thereby. The Company shall give the Trustee prompt notice of the failure of the Company to pay and discharge or to cause to be paid and discharged any such tax, assessment, charge, levy or claim which failure could affect the Company's title to, or its right to retain and use, the Collateral or any part thereof by delivering to the Trustee an Officers'

Certificate, which Certificate shall also state that such failure is not a Default and shall recite the details of such tax, assessment, charge, levy or claim and the action being taken in respect thereof.

Section 4.07. Maintenance of Properties; Alterations and Additions.

(a) Maintenance of Properties. The Company shall cause the Collateral and the Partnership Properties at all times to be maintained and kept in good condition, repair and working order, at a standard of operating efficiency in accordance with good engineering practice in respect of similar properties, and supplied with all equipment and shall from time to time cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof at least sufficient to maintain such standard of operating efficiency, all as in the good faith judgment of the Company may be necessary so that the business carried on in connection therewith, and every portion thereof, may be properly and advantageously conducted at all times.

(b) Alterations and Additions. The Company may make, and may permit to be made, alterations of and additions to the Collateral and the Partnership Properties or any part thereof, only if any such alteration or addition is effected so that upon the completion of such alteration or addition, in the good faith judgment of the Company, the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will be Substantially Equivalent to that which existed immediately prior to such alteration or addition; provided, however, that prior to the commencement of any alteration or addition to the Collateral or the Partnership Properties or any part thereof the cost of which alteration or addition is estimated, in the good faith judgment of the Company, to be in excess of $500,000 and within 30 days following the completion of any such alteration or addition the cost of which is in excess of $500,000, the Company shall deliver to the Trustee an Independent Engineer's Certificate stating that immediately after the completion of such alteration or addition the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will be, in the case of the certificate to be delivered prior to such commencement, or are, in the case of the certificate to be delivered upon completion, Substantially Equivalent to that which existed immediately prior to such alteration or addition. All alterations of and additions to the Collateral

shall immediately become subject to the Lien of this Indenture without further action on the part of the Company or the Trustee.

(c) Compliance Certificate. The Company shall deliver to the Trustee in January and July of each year an Independent Engineer's Certificate stating (i) that during the six-month period ending on the last day of the preceding calendar month the Collateral and the Partnership Properties have been maintained and kept in good condition, repair and working order, at a standard of operating efficiency in accordance with good engineering practice in respect of similar properties, and supplied with all equipment and that all necessary repairs, renewals, replacements, betterments and improvements thereof at least sufficient to maintain such standard of operating efficiency have been made, all as may be necessary so that the business carried on in connection therewith, and every portion thereof, may be properly and advantageously conducted at all times in accordance with good engineering practice in respect of similar properties and reciting the details of such action, and (ii) what alterations or additions, if any, to the Collateral and the Partnership Properties or any part thereof were made during the six-month period ending on the last day of the preceding calendar month, and, if any such alterations or additions were made, that such alterations and additions were made so that after the completion thereof the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own were Substantially Equivalent to that which existed immediately prior to such alteration or addition, and reciting the details of such alterations and additions; provided, however, if the Company has been enjoined during any such period from taking action in respect of Partnership Properties required pursuant to this Section 4.07, such certificate shall recite the details of the required action that has been enjoined and action taken by the Company in respect thereof.

(d) Substantially Equivalent. As used in this Indenture, the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own are "Substantially Equivalent" to that which existed immediately prior to the event in question if (i) the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own each are substantially equivalent in value and general utility to that which existed immediately prior to such event and (ii) the ability of the Conda Partnership to operate on an economic basis

substantially equivalent to the economic basis on which it operated immediately prior to such event, and the ability of the Conda Fertilizer Plant and such other Collateral as the Company may own each to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to such event, is not materially adversely affected.

Section 4.08. Governmental Laws and Regulations; Maintenance of Permits and Licenses, Etc.

(a) Company. The Company shall

(i) comply with all applicable United States of America, State and local governmental laws, rules, decrees, consents and regulations, including but not limited to those relating to air and water pollution and to safety, health and discrimination and

(ii) obtain and keep in full force and effect all permits, licenses, franchises and other authorizations required for the lawful operation of the Conda Fertilizer Plant and such other Collateral as may be owned by the Company,

unless failure to comply with which laws, rules, decrees, consents or regulations or failure to obtain and keep in full force and effect such permits, licenses, franchises or other authorizations has not and will not have, in the judgment of the Board of Directors after due consideration of an Opinion of Counsel with respect thereto, a materially adverse effect on either (A) the operations or financial condition of the Company, or (B) the operation or value of the Conda Fertilizer Plant or such other Collateral which may be owned by the Company.

Subject to Article 5, the Company will do or cause to be done all things necessary to at all times maintain, preserve and keep in full force and effect its corporate existence. The Company will not take any action which shall result in the dissolution, liquidation or winding up of the Company.

(b) Conda Partnership. The Company shall use its Best Efforts to cause the Conda Partnership to

(i) comply with all applicable United States of America, State and local governmental laws, rules, decrees, consents and regulations including but not limited to those relating to air and water pollution and to safety, health and discrimination, and

(ii) obtain and keep in full force and effect all permits, licenses, franchises and other authorizations required for the lawful operation of the Partnership Properties,

unless failure to comply with which laws, rules, decrees, consents or regulations or failure to obtain and keep in full force and effect such permits, licenses, franchises or other authorizations has not and will not have, in the judgment of the Board of Directors after due consideration of an Opinion of Counsel in respect thereto, a materially adverse effect on either (A) the operations or financial condition of the Conda Partnership or (B) the value of the Partnership Properties.

Section 4.09. Maintenance of Insurance.

(a) Conda Properties and Operations. The Company shall, or, in the case of the Partnership Properties, shall cause the Conda Partnership to:

(i) keep the Collateral and the Partnership Properties insured against loss or damage by fire, lightning, windstorm, snowstorm, hail, explosion, flooding and other risks usually insured against by Persons operating like or similar properties in Idaho, in each case in amounts sufficient to prevent the Company, the Conda Partnership or the Trustee from becoming a co-insurer within the terms of the policies in question, but in any event in amounts not less than 80% of the then full insurable value thereof;

(ii) maintain with respect to its operations with respect to the Collateral and the Partnership Properties, or any part thereof, public liability insurance against claims for personal injury, death or property damage suffered by others upon or in or about any premises occupied by it (including premises held under leases) or occurring as a result of its ownership, maintenance or operation of any automobiles, trucks or other

vehicles or aircraft or other facilities or as a result of the use of products or materials manufactured, processed, constructed or sold by it or services rendered by it; and

(iii) maintain with respect to its operations with respect to the Collateral and the Partnership Properties, or any part thereof, all such workmen's compensation or similar insurance as may, in the opinion of counsel to the Company, be required under federal law or the laws of the State of Idaho in such amounts as may be so required or in such amounts as are usually carried by Persons engaged in the same or a similar business, whichever amounts are greater.

(b) Other Properties and Operations. To the extent not otherwise provided for in subsection (a) of this Section 4.09, the Company shall maintain insurance against all other risks usually insured against by Persons operating like or similar properties in the localities where all such properties of the Company are located.

(c) Amounts of Insurance. All insurance for which provision has been made in clauses (a) and (b) of this Section 4.09 shall be maintained in at least such amounts as such insurance is usually carried by Persons engaged in the same or a similar business; and all insurance herein provided for shall be effected under a valid and enforceable policy or policies issued by reputable issuers of insurance, provided that with respect only to insurance required to be maintained by subsection (b) of this Section 4.09, the Company may employ self insurance to the extent other reputable companies operating similar businesses employ self insurance in accordance with prudent business practice.

(d) Adjustment of Claims. Insurance claims by reason of damage or destruction to any portion of the property required to be insured hereunder shall be adjusted by the Company or the Conda Partnership, as the case may be, provided that no final adjustment of a claim related to damage or destruction to any portion of the Collateral which shall, either alone or when aggregated with other such claims arising out of a common casualty, exceed $5,000,000 shall be made with the insurer or insurers without the written approval of the Trustee as to the amount of such adjustment, provided that with respect to the Partnership Properties, the Trustee shall have such right only to the extent that the

Company would have a similar right of approval; provided that in determining whether to grant its approval the Trustee shall be entitled to receive and rely upon an Independent Engineer's Certificate with respect to the amount of such adjustment.

(e) Indorsement in Favor of Trustee. Every insurance policy on the Collateral or any portion thereof shall bear a standard first mortgage indorsement in favor of the Trustee, with any loss payable to the Trustee, and recoveries under any such policies received by the Trustee shall be applied by Trustee as provided in subsections (c) and (f) of Section 4.10. Every such policy shall provide that the issuer thereof waives all rights of subrogation against the Company or the Trustee, that 30 days' prior written notice of cancellation, termination, modification or lapse of coverage shall be given to the Trustee, and that such insurance, as to the interest of the Trustee therein, shall not be invalidated by any act or neglect of the Company or the Conda Partnership, nor by any foreclosure or any other proceedings or notices thereof relating to the Collateral.

(f) Evidence of Insurance. The Company shall deliver an Officers' Certificate to the Trustee, within 30 days after

(i) the close of each fiscal year of the Company or

(ii) any request therefor from the Trustee. Such Certificate shall

(A) have listed (1) the policies of insurance outstanding and in force on a date specified in such Officers' Certificate, not more than 30 days prior to the date of such Officers' Certificate, in respect of the Conda Properties and such other Collateral which may be owned by the Company and all operations conducted with respect thereto, (2) the names of the companies issuing such insurance, (3) the amounts and expiration date or dates of such insurance and (4) the risks covered thereby, and

(B) shall state that such insurance complies with the covenants contained in this Section 4.09 or

(C) shall state that a designated Officers' Certificate previously delivered pursuant to this paragraph is accurate and correct on the date of the Officers' Certificate then being delivered.

(g) Separate Insurance. The Company shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required to be maintained by it on the Collateral unless the Trustee is included therein as a named insured, with loss payable as provided in paragraph (e) of this Section 4.09.

Section 4.10. Destruction; Condemnation.

(a) Notice; Insurance Proceeds. In case of any damage to, or loss or destruction of, the Collateral or the Partnership Properties or any part thereof ("Destruction") involving costs of Restoration estimated, in good faith, by the Company to exceed $500,000, the Company shall promptly notify the Trustee thereof by delivering to the Trustee an Officers' Certificate setting forth the estimated cost of Restoration in respect thereof and the basis for such estimate and generally describing the nature and extent of such Destruction. The proceeds of any such insurance paid to the Trustee by reason of any Destruction shall be held by the Trustee who shall apply such proceeds in accordance with the provisions of paragraphs (e), (f), (g) and (h) of this Section 4.10.

(b) Assignment of Award of Payment; Notice. The Company hereby irrevocably assigns to the Trustee any award or payment to which the Company may be or become entitled by reason of any taking of the Collateral or the Partnership Properties or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Collateral or the Partnership Properties or any part thereof, by any governmental authority, civil or military ("Taking"), and shall take all steps necessary to effect such assignment and to notify the condemning authority of such assignment. Such award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such taking or requisition, is herein called the "Net Award". The Trustee shall be entitled to participate fully in any such proceeding at the Company's cost and expense, and shall apply any Net Award in accordance

with the provisions of paragraphs (e), (f), (g) and (h) of this Section 4.10. The Company shall notify the Trustee of any such proceeding as promptly as possible after the commencement thereof by delivering to the Trustee an Officer's Certificate setting forth the estimated cost of Restoration in respect thereof and the basis for such estimate.

(c) Restoration. The Company shall within 90 days following the date of each Destruction or Taking, other than a Destruction or Taking in respect of which the Company elects or is required pursuant to the terms of this Indenture to redeem Securities in accordance with Section 4.10(g) or (h), commence and diligently continue to perform, or cause to be commenced and diligently continued to be performed, the Restoration of that portion or portions of the Collateral or the Partnership Properties so damaged or destroyed or affected by such Taking so that upon the completion of the Restoration, in the good faith judgment of the Company, the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will be Substantially Equivalent to that which existed immediately prior to such Destruction or Taking. Prior to commencing any Restoration involving costs of $500,000 or more, as set forth in Officers' Certificate referred to in Section 4.10(a) or (b), and within 30 days following the completion of any Restoration involving costs of $500,000 or more, the Company shall deliver to the Trustee an Independent Engineer's Certificate stating that immediately after the completion of such Restoration the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will be, in the case of the Certificate to be delivered prior to commencing such Restoration, or are, in the case of the certificate to be delivered upon completion, Substantially Equivalent to that which existed immediately prior to the Destruction or Taking.

(d) Major Restoration. If, as set forth in the Officers' Certificate referred to in Section 4.10(a) or (b), the cost of the Restoration shall exceed $5,000,000 ("Major Restoration"), the Company shall not more than 180 days after the date of such Destruction or Taking, furnish to the Trustee:

(i) complete plans and specifications for the Major Restoration;

(ii) an Opinion of Counsel (A) listing all

permits and approvals required by law in connection with the Major Restoration and (B) stating that all permits and approvals required by law in connection with the commencement of the construction phase of the Major Restoration and, to the extent then available, in connection with the Major Restoration have been obtained;

(iii) an Independent Engineer's Certificate stating (A) that the plans and specifications for the Major Restoration have been reviewed and approved by such engineer, (B) such engineer's estimate of the entire costs of completing the Major Restoration (the "Estimate"), and (C) that upon completion of the Major Restoration in accordance with such plans the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will be Substantially Equivalent to that which existed immediately prior to the Destruction or Taking; and

(iv) if the Estimate exceeds the aggregate amount of insurance proceeds arising from the Destruction or the Net Award, as the case may be, by $1,000,000 or more, a surety bond for, guarantee of, or irrevocable letter of credit ("Letter of Credit") or other irrevocable and unconditional commitment to provide funds ("Commitment") for the payment for and completion of such Major Restoration, payable to the Trustee, in the case of a Destruction or Taking of Collateral, and to the Conda Partnership, in the case of a Destruction or Taking of Partnership Properties, which bond, guarantee, Letter of Credit or Commitment (A) shall be in form satisfactory to the Trustee, (B) shall be signed by a surety or sureties or guarantor(s), as the case may be, acceptable to the Trustee, and, in the case of a Letter of Credit or Commitment, shall be provided by a bank or other financial institution having assets in excess of $5,000,000,000 as shown in its most recent available statement of financial condition, and (C) shall be in an amount not less than the Estimate minus the amount of insurance proceeds arising from the Destruction or the Net Award, as the case may be, if any, then held by the Trustee, in the case of a Destruction or Taking of Collateral, or by or on behalf of the Conda Partnership, in the case of a Destruction or Taking

of Partnership Properties, for application toward the cost of such Restoration;

provided, however, that it shall not be a default hereunder if the Company fails to fulfill the condition set forth in Section 4.10(d)(ii)(B) prior to the end of such 180-day period so long as the Company shall deliver to the Trustee prior to the end of such 180-day period an Officers' Certificate stating that the Company has diligently and in good faith taken all action necessary on the part of the Company to obtain such permits and approvals and such condition set forth in Section 4.10(d)(ii)(B) is in fact fulfilled within 30 days following the end of such 180-day period.

The Company shall not commence any part of the Major Restoration other than as necessary to comply with the applicable requirements referred to in this Section until the Company shall have complied with such requirements, and after commencing any of the Major Restoration, the Company shall perform the Major Restoration diligently and in good faith in accordance with the plans and specifications referred to in this Section, if applicable.

(e) Restoration Advances Following Destruction or Taking of Collateral. Upon the written request of the Company, the Trustee shall apply the proceeds of insurance or the Net Award recovered by the Trustee on account of any Destruction or Taking of Collateral to the payment of the cost of the Restoration and shall pay portions of the same, from time to time, to the Company or, at the Trustee's option, exercised from time to time, directly to the contractors, subcontractors, materialmen, laborers, engineers, architects, and other persons rendering services or materials for the Restoration, subject to the following conditions:

(i) Each request for payment shall be made on five (5) business days' prior notice to the Trustee and shall be accompanied by an Independent Engineer's Certificate, in the case of Major Restoration, otherwise by an Officers' Certificate, stating (A) that all the Restoration completed has been done substantially in compliance with the approved plans and specifications, if any be required under Section 4.10(d), and in accordance with all provisions of law; (B) the sum requested is required to reimburse the Company for payments by

the Company to, or is due to, the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the Restoration, and that when added to any sums, if any, previously paid out by the Trustee does not exceed the cost of the Restoration done to the date of such certificate, (C) whether or not the Estimate, in the case of Major Restoration, otherwise the estimated cost set forth in the Officers' Certificate referred to in Section 4.10(a) or (b), continues to be accurate, and if not, what the entire cost of such Restoration is then estimated to be and (D) unless the Trustee received a surety, guarantee, Letter of Credit or Commitment as referred to in Section 4.10(d), that the amount of such proceeds remaining in the hands of the Trustee after giving effect to such payment represents the same proportion of the original net proceeds of insurance or of the original Net Award, as the case may be, that the difference between the then cost of completing and the available insurance proceeds or available proceeds of the Net Award, as the case may be, represents of the original difference between cost of completing and insurance proceeds or the Net Award, as the case may be.

(ii) Each request for payment shall be accompanied by an Opinion of Counsel stating that (A) all liens covering that part of the Restoration previously paid for, if any, have been waived and (B) there has not been filed with respect to all or any parts of the Collateral any Lien, not discharged of record, in respect of any part of the Restoration other than a Permitted Lien referred to in Section 4.12(a)(x);

(iii) The Trustee shall receive prior to any payment evidence, satisfactory to the Trustee, that sums, if any, previously paid out by the Trustee pursuant to this Section 4.10(e) have been applied as required hereby; and

(iv) The request for any payment after the Restoration has been completed shall be accompanied by an Opinion of Counsel listing all certificates, permits, licenses, waivers, other documents, or any combination of the foregoing,

required by law in connection with or as a result of such Restoration other than such certificates, permits, licenses, waivers, or other documents the failure to obtain which, singly or in the aggregate, would not materially adversely affect the operations of either the Conda Fertilizer Plant or such other Collateral as may be owned by the Company, together with copies thereof to the extent not already delivered to the Trustee hereunder.

(f) Restoration Advances Following Destruction or Taking of Partnership Properties. The Company shall or shall use its Best Efforts to cause the Conda Partnership to hold the proceeds of insurance or the Net Award recovered by or on behalf of the Conda Partnership on account of any Destruction or Taking of Partnership Properties in trust either for the payment of the cost of the Restoration thereof or for distribution to the partners of the Conda Partnership if the Conda Partnership elects not to restore such Destruction or Taking. If the Conda Partnership elects to restore such Destruction or Taking, such proceeds of insurance or the Net Award, or portions of the same, from time to time, shall be paid to the Conda Partnership or directly to the contractors, subcontractors, materialmen, laborers, engineers, architects, and other persons rendering services or materials for the Restoration, subject to the following conditions;

(i) Each payment shall be made on not less than five (5) business days' prior notice to the Trustee accompanied by an Independent Engineer's Certificate in the case of Major Restoration, otherwise by an Officers' Certificate, stating (A) that all the Restoration completed has been done substantially in compliance with the approved plans and specifications, if any be required under Section 4.10(d), and in accordance with all provisions of law; (B) the sum requested is required to reimburse the Conda Partnership for payments by the Conda Partnership to, or is due to, the contractors, subcontractors, materialmen, laborers, engineers, architects, or other persons rendering services or materials for the Restoration, and that when added to any sums, if any, previously paid out by the Conda Partnership, does not exceed the cost of the Restoration done to the date of such certificate, (C) whether or not the Estimate in the case of Major Restoration, otherwise the estimated cost set forth in the Officers' Certificate referred to in Section

4.10(a) or (b), continues to be accurate, and if not, what the entire cost of such Restoration is then estimated to be, and (D) unless the Trustee received a surety, guarantee, Letter of Credit or Commitment as referred to in Section 4.10(d), that the amount of such proceeds remaining in the hands of, or held in trust for, the Conda Partnership after giving effect to such payment represents the same proportion of the original net proceeds of insurance or the original Net Award, as the case may be, that the difference between the then cost of completing and the available insurance proceeds or available proceeds of the Net Award, as the case may be, represents of the original difference between cost of completing and insurance proceeds or the Net Award, as the case may be.

(ii) The Trustee shall receive prior to any payment an Opinion of Counsel stating that (A) all liens covering that part of the Restoration previously paid for, if any, have been waived and (B) there has not been filed with respect to all or any parts of the Partnership Properties any Lien, not discharged of record, in respect of any part of the Restoration other than any Permitted Partnership Lien referred to in Section 4.12(b)(ix);

(iii) The Trustee shall receive prior to any payment evidence, satisfactory to the Trustee, that sums, if any, previously paid out by, or on behalf of, the Conda Partnership pursuant to this Section 4.10(f) have been applied as required hereby; and

(iv) The request for any payment after the Restoration has been completed shall be accompanied by an Opinion of Counsel listing all certificates, permits, licenses, waivers, other documents, or any combination of the foregoing, required by law in connection with or as a result of such Restoration, other than such certificates, permits, licenses, waivers, or other documents as, singly or in the aggregate, would not materially adversely affect the operations of the Partnership Properties, together with copies thereof to the extent not already delivered to the Trustee hereunder.

(g) Substantial Destruction or Taking. In case of any Destruction or Taking the estimated cost of Restoration of which, as set forth in an Independent Engineer's Certificate, is at least $10,000,000, the Company shall, not more than 180 days after the date of such Destruction or Taking,

(i) fulfill the conditions for commencing Major Restoration referred to in Section 4.10(d) or

(ii) deliver to the Trustee a notice pursuant to Section 3.01 stating that the Company will, within 60 days after delivery of such notice to the Trustee, redeem the Securities, as a whole and not in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date,

but if the Company has neither fulfilled such conditions nor delivered such notice within 180 days after the date of such Destruction or Taking, as the case may be, the Company shall be deemed to have elected to redeem all the Securities on the day occurring 240 days after the date of such Destruction or Taking. On the date fixed for redemption, the proceeds of any insurance or Net Award paid to and then held by the Trustee by reason of such Destruction or Taking shall be applied by the Trustee to such redemption together with such other funds provided by the Company as may be necessary for such redemption.

(h) Other than Substantial Destruction or Taking. In case of any Destruction or Taking other than Destruction or Taking of the type referred to in Section 4.10(g), the Company may in lieu of effecting the required Restoration elect to redeem, at a redemption price equal to 100% together with accrued interest thereon, not later than two hundred forty days following the date of such Destruction or Taking, an aggregate principal amount of Securities equal to

(i) in the case of a Destruction or Taking of Collateral, the amount of proceeds of insurance or the Net Award arising from such Destruction or Taking or

(ii) in the case of a Destruction or Taking of Partnership Properties, an amount equal to the percentage of the proceeds of insurance or the Net Award arising from such Destruction or Taking

equal to the Company's percentage interest of the Conda Partnership,

so long as in either case the Company delivers to the Trustee not later than one hundred eighty days following such Destruction or Taking an Independent Engineer's Certificate stating that giving effect to the Destruction or Taking and the failure to restore, the Partnership Properties, the Conda Fertilizer Plant and such Collateral as the Company may own will be Substantially Equivalent to that which existed immediately prior to such Destruction or Taking; provided, however, if any other partner of the Conda Partnership prevents the Company from carrying out the Restoration of Partnership Properties following a Destruction or Taking of the type referred to in this Section 4.10(h), despite the Company's use of Best Efforts, the Company may in lieu of effecting the required Restoration of Partnership Properties elect to redeem not later than two hundred forty days following the date of the Destruction or Taking at a redemption price equal to 100% together with accrued interest thereon an aggregate principal amount of Securities equal to the percentage of the estimated cost of Restoration of such Destruction or Taking as set forth in the certificate delivered pursuant to Section 4.10(a) or (b), as the case may be, equal to the Company's then partnership interest in the Conda Partnership so long as the Company delivers to the Trustee not later than one hundred eighty days following such Destruction or Taking an Independent Engineer's Certificate stating that giving effect to the Destruction or Taking and the failure to restore, the Conda Fertilizer Plant and such Collateral as the Company may own (other than its interest in the Conda Partnership and its right, title, and interest under the Supply Contract and each other supply contract with the Conda Partnership) each will be substantially equivalent in value and general utility to that which existed immediately prior to such Destruction or Taking and the ability of the Conda Fertilizer Plant and such other Collateral to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to such event will not be materially adversely affected.

Section 4.11. Maintenance, Amendment and Termination of Mining Leases, etc.

(a) The Company shall

(i) maintain in full force and effect all Mining Leases, permits, easements and other rights necessary to conduct the Company's mining operations in the State of Idaho and

(ii) perform such assessment work and file such proofs of labor and such notices with respect to all mining properties constituting part of the Collateral as a reasonably prudent phosphate mining and processing enterprise operating in the State of Idaho would do.

(b) The Company shall use its Best Efforts to cause the Conda Partnership to,

(i) maintain in full force and effect all Mining Leases, permits, easements and other rights necessary to conduct the Conda Partnership's mining operations, and

(ii) perform such assessment work and file such proofs of labor and such notices with respect to all mining properties constituting part of the Partnership Properties as a reasonably prudent phosphate mining and processing enterprise operating in the State of Idaho would do:

(c) The Company shall not amend or terminate, and shall use its Best Efforts to prevent the amendment or termination of, any Mining Lease unless the Company has delivered to the Trustee an Officers' Certificate stating that, in the good faith judgment of the Company,

(i) no Default in the performance of the covenants contained in Sections 4.04, 4.09 (except insofar as such section does not relate to the Collateral) and 4.11 hereof exists immediately prior to, or would exist after giving effect to, the proposed amendment or termination,

(ii) in the case of any such proposed amendment, such amendment will not materially adversely affect the ownership, operation, production or maintenance of the Conda Fertilizer Plant, the Partnership Properties or such other Collateral as may be owned by the Company, and

(iii) in the case of any such proposed termination, (A) the Mining Lease is proposed to be terminated as the direct result of action taken by a governmental authority after the Company has used its best efforts to prevent such termination, or (B) the Mining Lease proposed to be terminated is no longer necessary or advantageous in the business of the Company or the Conda Partnership as respects the Conda Fertilizer Plant, the Partnership Properties or such other Collateral as may be owned by the Company, or (C) such proposed termination will occur substantially simultaneously with (1) the obtaining by the Company or the Conda Partnership of good and marketable title, subject to no Liens other than, in the case of property of the Company, Permitted Liens, and, in the case of Partnership Properties, Permitted Partnership Liens, to the fee simple interest in the real property subject to such Mining Lease, or (2) in the case only of a Mining Lease owned by the Conda Partnership, the entering into by the Conda Partnership of a new Mining Lease of properties in Idaho which, when added to the other phosphate ore properties of the Conda Partnership, will result in the Partnership Properties being substantially equivalent in value and general utility to the Partnership Properties as they existed immediately prior to the proposed replacement, provided that the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis upon which it operated immediately prior to the proposed replacement will not be materially adversely affected.

The Trustee shall receive prior to any such amendment or termination:

(y) if the grounds relied upon are those specified in subsection (c)(iii)(B) or (c)(iii)(C)(2) of this Section 4.11, an Independent Engineer's Certificate certifying, in the case of the grounds specified in subsection (c)(iii)(B), that the Mining Leases so terminated are no longer necessary or advantageous in the business of the Company or the Conda Partnership as respects the Conda Fertilizer Plant, the Partnership Properties or such other Collateral as may be owned by the Company, or, in the case of the grounds specified in subsection (c)(iii)(C)(2), as to (A) the addition of the properties subject to the new Mining Lease to the other phosphate ore properties of the Conda Partnership

resulting in the Partnership Properties being substantially equivalent in value and general utility to the Partnership Properties as they existed immediately prior to the proposed replacement and (B) the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis upon which it operated immediately prior to the proposed replacement not being materially adversely affected (said Independent Engineer's Certificate to be furnished prior to such termination), or,

(z) if the grounds relied upon are those specified in either subsection (c)(iii)(A) or (c)(iii)(C)(1) of this Section 4.11, (A) in the case of the grounds specified in subsection (c)(iii)(A), an Officers' Certificate to the effect that the Mining Leases were terminated as a direct result of action taken by a governmental authority and specifying the actions taken by the Company to prevent such termination, or (B) in the case of the grounds specified in subsection (c)(iii)(C)(1), an Opinion of Counsel to the effect that the Company or the Conda Partnership has acquired good and marketable title, subject to no Liens other than Permitted Liens, in the case of property of the Company and Permitted Partnership Liens, in the case of the Conda Partnership, to the fee simple interest in the real properties subject to such Mining Leases.

Section 4.12. Limitation on Liens.

(a) Permitted Liens. The Company shall not create, assume or suffer to exist any Lien upon any of the Collateral except the following Liens ("Permitted Liens"):

(i) Liens for taxes, assessments, governmental charges or levies or claims to the extent that payment thereof shall not at the time be required to be made in accordance with Section 4.06 and proceedings for closure, distraint, sale or any other similar proceedings shall not have been commenced;

(ii) Liens of carriers, warehousemen, mechanics, laborers and materialmen incurred in the ordinary course of business to the extent that payment thereof shall not at the time be required to be made in accordance with Section 4.06 and proceedings for closure, distraint, sale or any other similar proceedings shall not have been commenced unless the proceedings referred to in Section 4.06(a) shall operate, during the

continuance thereof, to prevent the collection thereof and the closure, distraint or sale of property to satisfy the same;

(iii) Liens incurred in the ordinary course of business in connection with workmen's compensation and unemployment insurance;

(iv) Liens incurred in the ordinary course of business to secure the performance of statutory obligations, leases, surety and appeal bonds, performance bonds and other obligations of a like nature (other than obligations for the payment of Indebtedness for Borrowed Money), so long as the aggregate of obligations secured by such Liens, other than Liens permitted by Section 4.12(a)(x) or (xi), does not exceed at any time $1,000,000;

(v) Reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property of the Company which do not materially interfere with the ordinary conduct of the business of the Company;

(vi) Liens on property and assets hereafter acquired existing on such property at the date of acquisition thereof or Liens on property and assets hereafter acquired to secure (A) the unpaid balance of the purchase price thereof, (B) any Indebtedness incurred within 60 days after the acquisition of such property for the purpose of financing all or any part of the purchase price thereof, (C) the obligations of the Company to make rental payments or installment payments under a lease or installment sale agreement entered into by the Company for the purpose of financing the acquisition by the Company of such property that is the subject of such lease or installment sale agreement or (D) any Indebtedness incurred for the purpose of refinancing all or any part of the Indebtedness incurred in respect of such property referred to in clause (A) or (B) of this Section 4.12(a)(vi) but only to the extent that the principal amount of the Indebtedness so incurred in such refinancing does not exceed the outstanding principal amount of such Indebtedness to be refinanced immediately prior to such refinancing provided that (x) the items of property and assets hereinafter acquired referred to in this Section

4.12(a)(vi) shall consist only of Equipment, Land or Improvements, for use in the operation of the Conda Fertilizer Plant and (y) the principal amount of Indebtedness described in clause (A), (B) or (C) and secured by any such Lien shall at no time exceed an amount equal to the lesser of (1) the cost to the Company (including the principal amount of such Indebtedness, whether or not the Company has any personal liability with respect thereto) of the property so acquired through the incurrence of such Indebtedness and (2) the fair value of such property at the time of such acquisition;

(vii) Leases constituting Capitalized Lease Obligations;

(viii) Liens permitted by Section 10.03 hereof;

(ix) Liens on Inventory incurred in the ordinary course of business to secure the obligation of the Company to deliver such Inventory to customers of the Company who have made advance payment of the purchase price thereof;

(x) Liens on property and assets acquired for purposes of Restoration in accordance herewith in favor of the issuers of surety bonds, guarantees, Letters of Credit or Commitments described in Section 4.10(d)(iv) hereof to secure the Company's obligations to reimburse said issuers for amounts paid thereunder to the extent that Indebtedness secured by all such Liens does not exceed the lesser of (A) twenty-five percent (25%) of the insurance proceeds or Net Award received by the Trustee in respect of the Destruction or Taking to which such Restoration relates, and (B) the cost to the Company (including the principal amount of Indebtedness incurred in respect of such property, whether or not the Company has any personal liability with respect thereto) of the property in respect of which the Company has incurred such Indebtedness;

(xi) Liens on property and assets constructed or acquired for purposes of construction, in favor of the issuers of performance bonds relating to the construction or acquisition of

such property or assets, to secure the Company's obligations to reimburse said issuers for amounts paid thereunder, provided that the Indebtedness secured by all such Liens does not exceed the cost to the Company (including the principal amount of Indebtedness incurred in respect of such property, whether or not the Company has any personal liability with respect thereto) of the property or assets in respect of which the Company has incurred such Indebtedness;

(xii) the Lien of this Indenture; and

(xiii) Permitted Company Exceptions listed on Schedule 8 hereto.

(b) Permitted Partnership Liens. The Company shall not create, assume or suffer to exist and it shall use its Best Efforts to prevent the Conda Partnership or any other partner of the Conda Partnership from creating, assuming or suffering to exist any Lien upon any of the Partnership Properties except the following Liens ("Permitted Partnership Liens"):

(i) Liens for taxes, assessments, governmental charges or levies or claims to the extent that payment thereof shall not at the time be required to be made in accordance with Section 4.06 and proceedings for closure, distraint, sale or any other similar proceedings shall not have been commenced;

(ii) Liens of carriers, warehousemen, mechanics, laborers and materialmen incurred in the ordinary course of business to the extent that payment thereof shall not at the time be required to be made in accordance with Section 4.06 and proceedings for closure, distraint, sale or any other similar proceedings shall not have been commenced unless the proceedings referred to in Section 4.06(b) shall operate, during the continuance thereof, to prevent the collection thereof and the closure, distraint or sale of property to satisfy the same;

(iii) Liens incurred in the ordinary course of business in connection with workmen's compensation and unemployment insurance;

(iv) Liens incurred in the ordinary course of business to secure the performance of statutory obligations, leases, surety and appeal

bonds, performance bonds and other obligations of a like nature (other than obligations for the payment of Indebtedness for Borrowed Money), so long as the aggregate of obligations secured by such Liens, other than Liens permitted by Section 4.12(b)(ix) or (x), does not exceed at any time $1,000,000;

(v) Reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property of the Conda Partnership which do not materially interfere with the ordinary conduct of the business of the Conda Partnership;

(vi) Liens on Partnership Properties hereafter acquired existing on such property at the date of acquisition thereof or Liens on Partnership Properties hereafter acquired to secure (A) the unpaid balance of the purchase price thereof, (B) any Indebtedness incurred within 60 days after the acquisition of such property for the purpose of financing all or any part of the purchase price thereof, (C) the obligations of the Conda Partnership to make rental payments or installment payments under a lease or installment sale agreement entered into by the Conda Partnership for the purpose of financing the acquisition by the Conda Partnership of property that is the subject of such lease or installment sale agreement, or (D) any Indebtedness incurred for the purpose of refinancing all or any part of the Indebtedness incurred in respect of such property referred to in clause (A) or (B) of this Section 4.12(b)(vi) but only to the extent that the principal amount of the Indebtedness so incurred in such refinancing not exceed the outstanding principal amount of such Indebtedness to be refinanced immediately prior to such refinancing provided that (1) the items of property and assets hereafter acquired referred to in this Section 4.12(b)(vi) shall consist only of equipment, real property or improvements to real property, for use in the ordinary course of its business of phosphate mining and beneficiation in Idaho and (2) the principal amount of Indebtedness described in clause (A), (B) or (C) and secured by any such Lien shall at no time exceed an amount equal to the lesser of (x) the cost to the Conda Partnership (including the principal amount of such Indebtedness, whether or

not the Conda Partnership has any personal liability with respect thereto) of the property so acquired through the incurrence of such Indebtedness and (y) the fair value of such property at the time of such acquisition;

(vii) Leases constituting Capitalized Lease Obligations;

(viii) Liens on the Mining Leases incurred in the ordinary course of business to secure the payment of mining royalties;

(ix) Liens on property and assets acquired for purposes of Restoration in accordance herewith in favor of the issuers of surety bonds, guarantees, Letters of Credit or Commitments described in Section 4.10(d)(iv) hereof to secure the Conda Partnership's obligations to reimburse said issuers for amounts paid thereunder to the extent that Indebtedness secured by all such Liens does not exceed the lesser of (A) twenty-five percent (25%) of the insurance proceeds or Net Award received by the Conda Partnership in respect of the Destruction or Taking to which such Restoration relates, and (B) the cost to the Conda Partnership (including the principal amount of Indebtedness incurred in respect of such property, whether or not the Conda Partnership has any personal liability with respect thereto) of the property in respect of which the Conda Partnership has incurred such Indebtedness;

(x) Liens on property and assets constructed or acquired for purposes of construction, in favor of the issuers of performance bonds relating to the construction or acquisition of such property or assets, to secure the Conda Partnership's obligations to reimburse said issuers for amounts paid thereunder, provided that the Indebtedness secured by all such Liens does not exceed the cost to the Conda Partnership (including the principal amount of Indebtedness incurred in respect of such property, whether or not the Conda Partnership has any personal liability with respect thereto) of the property or assets in respect of which the Conda Partnership has incurred such Indebtedness; and

(xi) Permitted Partnership Exceptions listed on Schedule 5 hereto.

Section 4.13. No Amendment or Waiver of Agreements.

(a) The Company shall not:

(i) breach, or otherwise cause or permit to exist a default under, the Supply Contract or the Conda Partnership Agreement;

(ii) amend or otherwise modify, or give any consent, waiver or approval under, the Supply Contract or the Conda Partnership Agreement;

(iii) waive any default under or breach of the Supply Contract or the Conda Partnership Agreement; or

(iv) take any other action in connection with the Supply Contract or the Conda Partnership Agreement (unless required to be taken by the terms thereof);

in each case (1) if in the good faith judgment of the Board of Directors, immediately following any such action, (A) the Collateral and the Partnership Properties will not be substantially equivalent in value and general utility to that which existed immediately prior to such action, or (B) the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis on which it operated immediately prior to such action, and the ability of the Conda Fertilizer Plant and such other Collateral as the Company may own each to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to such action, will be adversely affected and (2) unless the Trustee shall receive an Engineer's Certificate to similar effect.

(b) The Company shall use its Best Efforts to prevent each other partner of the Conda Partnership from:

(i) breaching, or otherwise causing or permitting to exist a default (other than a default by the Company) under, the Conda Partnership Agreement;

(ii) amending or otherwise modifying, or

giving any consent, waiver or approval under, the Conda Partnership Agreement;

(iii) waiving any default under or breach of the Conda Partnership Agreement;

(iv) taking any other action in connection with the Conda Partnership Agreement (unless required pursuant to the terms thereof);

in each case if (1) in the good faith judgment of the Board of Directors, immediately following such action, (A) the Collateral and the Partnership Properties will not be substantially equivalent in value and general utility to that which existed immediately prior to such action, or (B) the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis on which it operated immediately prior to such action, and the ability of the Conda Fertilizer Plant and such other Collateral as the Company may own each to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to such action, will be adversely affected and (2) the Trustee shall receive an Engineer's Certificate to similar effect.

(c) The Company shall use its Best Efforts to prevent the Conda Partnership from taking any action in connection with the Supply Contract unless required pursuant to the terms thereof) if, in the good faith judgment of the Board of Directors, immediately following such action, (A) the Collateral and the Partnership Properties will not be substantially equivalent in value and general utility to that which existed immediately prior to such action, or (B) the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis on which it operated immediately prior to such action, and the ability of the Conda Fertilizer Plant and such other Collateral as the Company may own each to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to such action, will be adversely affected.

(d) The existence of a breach or default in respect of the Supply Contract or the Conda Partnership Agreement shall not be deemed to be a violation of the Company's covenants contained in subsection (a)(i) of this Section 4.13, if

(i) the Company is undertaking good faith efforts to cure, or cause to be cured, such breach or default,

(ii) the Company furnishes to the Trustee written notice of the existence and nature of such breach or default promptly after a Responsible Officer acquires reason to believe that such breach or default exists, which notice shall also set forth the action that the Company has taken or proposes to take with respect thereto,

(iii) the Company thereafter furnishes monthly to the Trustee written notices as to the status of such breach or default and the Company's actions with respect thereto, and

(iv) such breach or default is cured not more than 12 months after the date of the notice described in (ii) above, provided that subsequent to the expiration of such 12-month period the requirements of this Section 4.13(d) shall be deemed to be satisfied so long as the Company continues to comply with clauses (i) and (iii) above and also furnishes to the Trustee simultaneously with each notice required to be furnished by clause (iii) above an Officers' Certificate, to the effect that the Collateral and the Partnership Properties will be Substantially Equivalent to that which existed immediately prior to such breach or default.

In the case of a breach of or default under the Conda Partnership Agreement by another partner or partners to the Conda Partnership, the Company shall be deemed to be in compliance with its covenants contained in subsection (b)(i) of this Section 4.13 so long as the Company is undertaking good faith efforts to cure, or cause to be cured, such breach or default and meets the other conditions set forth in this subsection (d).

(e) Notwithstanding the other provisions of this Section 4.13 the Company may exercise its rights under the Conda Partnership to dissolve or wind-up the Conda Partnership, or may participate in a dissolution or winding up thereof, if:

(i) the Company shall deliver to the Trustee an Opinion of Counsel stating that such dissolution or winding up is not instituted by

another partner in the Conda Partnership as the result of an asserted default by the Company under the Conda Partnership Agreement or the bankruptcy of the Company, or if so instituted, stating that the Company is not in default under the Conda Partnership Agreement or in bankruptcy,

(ii) any cash (or securities convertible into cash) received by the Company as a result of such dissolution or winding up is immediately remitted to the Trustee, who shall apply the same to the extent needed to the redemption of Securities within 90 days of the receipt by the Trustee of such cash, such redemption to be made at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

(iii) any distribution of properties or assets to the Company or to a new partnership in which the Company has an interest (the "New Interest") as a result of such dissolution or winding up is preceded by the delivery to the Trustee of (A) an Opinion of Counsel to the effect that no indenture supplemental hereto or other instrument is necessary for the purpose of subjecting such properties, assets or New Interest to the Lien hereof except such, if any, as may be delivered to the Trustee with such Opinion of Counsel and, if any such supplemental indenture or other instrument be delivered to the Trustee, the same has been duly executed and delivered by the Company and subjects such properties, assets or New Interest to the Lien of this Indenture, subject to no other Liens except Permitted Partnership Liens and Permitted Liens, and (B) an Independent Engineer's Certificate stating that upon the receipt by the Securityholders of a Lien on such properties, assets or New Interest in lieu of a Lien on the present interest of the Company in the Conda Partnership, the Collateral other than the Conda Fertilizer Plant shall be at least substantially equivalent in value and general utility to that which existed immediately prior to such distribution, and

(iv) the Company delivers an Independent Engineer's Certificate to the Trustee stating that in the opinion of the signer thereof (A) a substantially equivalent supply of beneficiated phosphate rock for use in the Conda Fertilizer Plant

will continue to be available following such dissolution or winding up and (B) the dissolution or winding up of the Conda Partnership will not have a materially adverse effect on the ability of the Company to operate the Conda Fertilizer Plant on an economic basis substantially equivalent to the economic basis upon which it was operated immediately prior to such dissolution or winding up of the Conda Partnership.

Section 4.14. No Sale of Conda Properties.

(a) The Company shall not sell, lease, assign, or otherwise dispose of by operation of law or otherwise any of the Collateral other than to the Trustee in accordance herewith, except that this Section 4.14 shall not prohibit sales, leases or dispositions made in accordance with Article 10.

(b) The Company shall use its Best Efforts to prevent the Conda Partnership from selling, leasing, assigning or otherwise disposing of by operation of law or otherwise any of the Partnership Properties, except that this Section 4.14 shall not prohibit

(i) the sale of the phosphate rock or mined phosphate ore in the ordinary course of business; and

(ii) sales, leases or dispositions made in accordance with Article 10.

Section 4.15. Limitation on Indebtedness. The Company covenants that it shall use its Best Efforts to prevent the Conda Partnership from creating, incurring, assuming or suffering to exist any Indebtedness, other than:

(a) Indebtedness secured by Liens permitted by Section 4.12(b);

(b) unsecured Indebtedness (other than Indebtedness for Money Borrowed or Indebtedness Guaranteed by the Conda Partnership) incurred by the Conda Partnership in the ordinary course of its business of phosphate mining and beneficiation in Idaho;

(c) unsecured Current Indebtedness for Money Borrowed not in excess of an aggregate principal amount of $8,000,000 at any time outstanding, provided that the Conda

Partnership shall have outstanding no Current Indebtedness for Money Borrowed otherwise permitted by this clause (b) on any date in any fiscal year unless, within the 12-month period immediately preceding such date, the Conda Partnership shall have been free of such Current Indebtedness for a period equal to 30 consecutive calendar days; and

(c) Indebtedness listed on Schedule 6 hereto;

provided, however, this Section 4.15 shall not require the Company to repay Indebtedness if the Company shall deliver to the Trustee an Opinion of Counsel stating that such Indebtedness was created, assumed or incurred by the Conda Partnership as a result of the acts of another partner to the Conda Partnership in breach of the Conda Partnership Agreement and if (A) such Indebtedness was created, assumed or incurred despite the use of Best Efforts by the Company and (B) the Company is, in the good faith judgment of the Board of Directors, pursuing appropriate remedies against such other partner to the Conda Partnership.

Section 4.16. Company's Use of Best Efforts; Injunctions against Company Actions.

(a) Whenever any provision of this Indenture imposes an obligation on the Company to use its Best Efforts to cause the Conda Partnership to take any action or refrain from taking any action, such an obligation shall be deemed to require that the Company take all steps and use all means, in the opinion of counsel, legally available to cause the covenants of this Indenture to be complied with, including but not limited to taking all action necessary to enforce the Company's rights or the Conda Partnership's rights (including rights to obtain judicial remedies) under all contracts, whether now existing or hereafter created, to which the Company or the Conda Partnership is a party. These contracts include but are not limited to the Conda Partnership Agreement, the Supply Contract, and the Consent and Agreement between the Conda Partnership and Bankers Trust Company, as Trustee, dated as of December 20, 1978, as it may be amended. As used in this Indenture, the term "Best Efforts" shall denote, without limitation, the obligations of the Company described in this Section 4.16. In each event that, despite the Company's using its Best Efforts to cause the Conda Partnership to take any action or refrain from taking any action, the Conda Partnership does not take such action or refrain from taking such action, as the case may be, the Company shall promptly deliver to the Trustee an Opinion of Counsel stating that the Company has used its Best Efforts to cause the Conda Partnership to take such action or refrain from taking such action, as the case may be.

(b) The Company shall not be deemed to be in violation of its covenants contained in Sections 4.07 and 4.09, insofar as such covenants relate to the Conda Partnership or the Partnership Properties, if the Company is enjoined by an order of a court of competent jurisdiction against taking any action required by said sections to be taken in respect of the Conda Partnership or the Partnership Properties, provided that the Company promptly delivers to the Trustee a copy of any application for such an order and any such order together with an Opinion of Counsel stating that the Company is diligently opposing or appealing such application or order and that such counsel will promptly notify the Trustee if such Counsel becomes aware that the Company ceases to do so.

Section 4.17. Inspection. The Trustee and its agents may from time to time, upon reasonable notice to the Company and during normal working hours, but shall be under no obligation to, visit and inspect the Collateral and the Partnership Properties, or any part thereof, and may examine, make copies and take extracts from books of account, records, reports and other papers of the Company or any of its Subsidiaries or the Conda Partnership (including, without limitation, income and other tax returns) relating to the Collateral, the Partnership Properties or compliance with the provisions of this Agreement. If a Security Event has occurred and is continuing, a visit or inspection by the Trustee may be made without prior notice to the Company and at any time.

ARTICLE 5

SUCCESSORS

Section 5.01. When Company May Merge, etc. The Company shall not consolidate or merge into, or transfer or lease all or substantially all of its assets to, any Person unless:

(a) the Person is a corporation;

(b) the Person assumes by supplemental indenture all the obligations of the Company under the Securities and this Indenture; and

(c) immediately after the transaction no Default exists.

The surviving transferee or lessee corporation shall for all purposes of this Indenture, including but not limited to Article 6, be the successor Company, but the predecessor Company in the case of a transfer or lease shall not be released from the obligation to pay the principal of and interest on the Securities.

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01. Events of Default. An "Event of Default" occurs if:

(1) the Company defaults in the payment of interest on any Security when the same becomes due and payable (subject to paragraph 5 of the Securities, if applicable) and the Default continues for a period of 30 days, whether or not such payment shall be prohibited or restricted by the provisions of Article 11;

(2) the Company defaults in the payment of the principal of any Security when the same becomes due and payable (subject to paragraph 5 of the Securities, if applicable) at maturity, upon redemption or otherwise, whether or not such payment shall be prohibited or restricted by the provisions of Article 11;

(3) the Company fails to comply with its agreements in this Indenture contained in Section 4.06, 4.08(a)(2), 4.12, 4.13, 4.14, 4.15, 6.17(b) (first sentence) or in the last paragraph of this Section 6.01, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(4) the Company fails to comply with its agreements contained in Section 4.09(a)(i) because the insurance required to be maintained with respect to the Conda Fertilizer Plant is cancelled, terminated or permitted to lapse unless the Company furnishes to the Trustee a bond payable to the Trustee in terms identical to those required with respect to such insurance, provided that, the Trustee has received notice thereof or, giving

effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(5) the Company fails to comply with any of its other agreements in the Securities or this Indenture and the Default continues for the period and after the notice specified below in respect of such Default;

(6) a partner in the Conda Partnership other than the Company (or a Person acting in the place of or on behalf of such partner) commences proceedings, other than a proceeding pursuant to the provisions of Section 4.13(e) hereof, for the dissolution or winding up of the Conda Partnership and such proceedings are not stayed within 30 days, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(7) the Company fails to make when due a capital contribution (or payment deemed to be a capital contribution) required to be made by the Conda Partnership Agreement, which failure could, with notice or lapse of time or both, result in an adjustment to the Company's capital account in the Conda Partnership, and such payment is not made by the 30th day prior tc the date such capital account could be adjusted or is not, in the alternative, made to the Escrow Agent pursuant to Section 6.17 hereof, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(8) final judgment or judgments for the payment of money:

(i) in excess of an aggregate of $5,000,000 shall be rendered against the Company, or

(ii) in excess of an aggregate of $10,000,000 shall be rendered against the Conda Partnership,

and such judgment or judgments shall remain undischarged for a period of 30 days during which execution shall not be effectively stayed, provided

that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(9) acceleration of, or a failure to pay at maturity of, any Indebtedness for Money Borrowed (other than (i) hereunder and (ii) Indebtedness of Foreign Subsidiaries existing on the date of this Indenture or any refinancing thereof) of the Company or any Subsidiary which individually or taken together equals or exceeds $10,000,000 shall have occurred pursuant to the terms of any agreement or instrument (other than this Indenture) evidencing or securing or relating to any Indebtedness for Money Borrowed owing by the Company or any such Subsidiary and, in the case only of Indebtedness for Money Borrowed other than Senior Debt, such acceleration shall not have been rescinded or waived within 5 days of the date of declaration, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(10) the Company defaults in the payment of principal or interest with respect to Senior Debt when the same becomes due and payable and such default permits any holder or holders of such Senior Debt or any trustee or agent acting on behalf of such holder or holders or any other Person to accelerate the maturity of such Senior Debt in accordance with the provisions of any agreement or instrument evidencing or securing or relating to such Senior Debt, provided that (i) such Senior Debt individually or taken together is not less than $10,000,000, and (ii) the right of such holder, trustee, agent or other Person to accelerate such Senior Debt exists for a period of at least twelve consecutive months from the date of creation of such right, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof;

(11) the Company pursuant to or within the meaning of any Bankruptcy Law:

(i) commences a voluntary case,

(ii) consents to the entry of an order for relief against it in an involuntary case,

(iii) consents to the appointment of a Custodian of it or for all or substantially all of its property, or

(iv) makes a general assignment for the benefit of its creditors;

(12) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

(i) is for relief against the Company in an involuntary case,

(ii) appoints a Custodian of the Company or for all or substantially all of its property, or

(iii) orders the liquidation of the Company; or

(13) Any representation or statement made in any certificate delivered to the Trustee by or on behalf of the Company pursuant to the terms hereof or by the Company herein shall prove to have been false in any material respect when made given the purpose of such certificate, provided that, the Trustee has received notice thereof or, giving effect to Sections 7.01 or 7.02, has actual knowledge thereof.

The term "Bankruptcy Law" means title 11, U.S. Code or any similar Federal or State law for the relief of debtors. The term "Custodian" means any receiver, trustee, assignee, liquidator or similar official under the Bankruptcy Law.

Each of the events referred to in clauses (1) through (13) above shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary, or within or without the control of the Company, or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental or nongovernmental body; and except that a Default under clause (5) is not an Event of Default until the Trustee or the Holders of at least 25% in principal amount of the Securities notify the Company of the Default; and

(i) if the Default arises out of the failure by the Company to keep and perform any covenant contained in Section 4.07 or 4.09 insofar as such covenant applies to the Partnership Properties, the Company does not cure such Default within 120 days after the receipt of the notice; and

(ii) with respect to any other Default under clause (5), the Company does not cure the Default within 90 days after the receipt of the notice.

The notice to the Company of the Default under clause (5) must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

The Company covenants that promptly after any Responsible Officer of the Company acquires actual knowledge of the occurrence of any Default or Event of Default, the Company will notify the Trustee of such occurrence and advise the Trustee of the actions the Company has taken or proposes to take with respect thereto.

Section 6.02. Acceleration. If an Event of Default occurs and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of the Securities by notice to the Company and the Trustee, may declare an amount of principal which is equal to the initial public offering price of the Securities (the issue price noted on the Securities) plus that portion of the original issue discount (the difference between the principal amount of the Securities and the initial public offering price) attributable on a ratable basis to the period from the date of issue to the date of acceleration and interest accrued on all the Securities then outstanding to be due and payable. Upon such declaration such principal and interest shall be due and payable immediately. If an Event of Default described in (11) or (12) of Section 6.01 occurs, such principal and accrued interest on all the Securities shall be due and payable immediately without any declaration or other action of the Trustee or any Holder. The Holders of a majority in principal amount of the Securities by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default have been cured or waived except nonpayment of principal or interest that has become due solely because of the acceleration.

If an acceleration has occurred and the Trustee has

exercised any of its rights hereunder in respect of the Collateral, upon rescission of such acceleration the Trustee shall surrender possession and control of the Collateral to the Company. The Trustee shall be entitled to regain possession and control of the Collateral upon the occurrence of any subsequent Security Event.

Section 6.03. Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal or interest on the Securities or to enforce the performance of any provision of the Securities or this Indenture, but may take action to sell or foreclose upon the Collateral only upon the occurrence of a Security Event.

The Trustee may maintain a proceeding even if it does not possess any of the Securities or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Securityholder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

Section 6.04. Surrender of Possession; Operation of Conda Partnership.

(a) The Company agrees that, upon the occurrence of a Security Event, upon a demand by the Trustee, it shall forthwith surrender to the Trustee the actual possession of all or any part of the Collateral (and the books, papers and accounts of the Company relating thereto). The Trustee may, or may appoint a receiver, agent or conservator on its behalf to, thereafter hold, operate and manage the Collateral and to succeed to all rights of the Company to hold, operate and manage the property owned by the Company which is subject to the lien thereof and to receive the rents, issues, tolls, profits, revenues and other income therefrom. Neither the Trustee nor any Securityholder shall be required to take any steps necessary to preserve rights against prior parties.

(b) The Company agrees that, upon the occurrence of a Security Event, upon a demand of the Trustee, it shall forthwith surrender to the Trustee all rights the Company may have under the Conda Partnership Agreement to direct the operations and management of the Conda Partnership and the Conda Properties, to receive the rents, issues, tolls, profits, revenues and other income from the Conda

Partnership, and to the extent permitted by applicable law and the Conda Partnership Agreement, to cause a dissolution of the Conda Partnership and an accounting and distribution of the assets and capital thereof. The Company agrees that, upon the occurrence of a Security Event:

(i) All payments received by the Company under or in connection with the Supply Contract or the Conda Partnership Agreement shall be received in trust for the benefit of the Trustee, shall be segregated from other funds of the Company and shall be forthwith paid over to the Trustee in the same form as so received (with any necessary indorsement);

(ii) All payments made under or in connection with the Supply Contract or the Conda Partnership Agreement and received by the Trustee (whether received by it from the Company or directly) may, in the discretion of the Trustee, be held by the Trustee and then or at any time thereafter applied as provided in Section 6.13; and

(iii) The Trustee may exercise, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code (whether or not the Code applies to the affected Collateral).

Section 6.05. Power of Sale. Upon the occurrence of a Security Event, the Trustee shall be entitled to sell, in the manner provided in Section 6.06 hereof, all and any of the Collateral, or the Trustee may commence a suit or suits in equity or at law, for the specific performance of any covenant or agreement contained herein or for the foreclosure of this Indenture or for the enforcement of any other appropriate legal or equitable remedy.

Section 6.06. Manner of Sale; Trustee Appointed Attorney-in-Fact. In the event of any sale under the power of sale herein contained, or otherwise, the whole or any part of the Collateral may be sold. Notice of any sale or sales made under the power of sale herein conferred shall state the time and place when and where the same is to be made, and shall contain a brief description of the properties to be sold, and shall be published or given as may be required by law. The Trustee may adjourn any sale, from time to time, by announcement at the time and place appointed for such sale;

and, without further notice or publication, such sale may be made at the time and place to which the same shall be so adjourned.

The Trustee is hereby irrevocably appointed the attorney of the Company to make, execute and deliver all necessary deeds and acts of conveyance, sale, assignment and transfer of any or all of the Collateral upon the occurrence of a Security Event. Nevertheless, the Company shall, if so requested by the Trustee, ratify and confirm such sale by executing and delivering all such proper assignments, deeds, conveyances and releases as may be designated in such request. Any such sale made under the power of sale hereby granted or otherwise, shall divest all right, title, interest, estate, claim and demand whatsoever, either at law or in equity, of the Company in, of or to the properties sold and every part thereof and shall be a perpetual bar, both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or who may claim the properties sold, or any part thereof, from, through or under the Company, its successors or assigns, respectively.

In addition, the Company hereby irrevocably appoints the Trustee the Company's attorney-in-fact, with full authority in the place and stead of the Company and in the name of the Company or otherwise, so long as a Security Event shall have occurred and be continuing, to take, or to appoint a receiver, agent or conservator on its behalf to take, any action and to execute any instrument which the Company is required to take or execute under the provisions of this Indenture or which the Trustee or such receiver, agent or conservator may deem necessary or advisable to accomplish the purposes of this Indenture, including, but not limited to, asking, demanding, collecting, suing for, recovering, compounding, receiving and giving acquittance and receipts for moneys due and to become due under or in connection with the Collateral, receiving, indorsing, and collecting any drafts or other instruments, documents and chattel paper in connection therewith, and filing any claims or taking any action or instituting any proceedings which the Trustee or such receiver, agent or conservator may deem to be necessary or desirable for the collection thereof or enforcing compliance with the terms and conditions of the Supply Contract or the Conda Partnership Agreement.

Section 6.07. Waiver of Past Defaults. The Holders of a majority in principal amount of the Securities by notice to the Trustee may waive an existing Default and its consequences, except a Default

(i) in the payment of principal or interest on any Security, or

(ii) in respect of a covenant or provision hereof which under Article 9 cannot be modified or amended without the consent of each Securityholder affected.

Section 6.08. Control by Holders. The Holders of 66 2/3% in principal amount of the outstanding Securities may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, is unduly prejudicial to the rights of other Securityholders, or would involve the Trustee in personal liability.

Section 6.09. Limitation on Suits. A Securityholder may pursue a remedy with respect to this Indenture or the Securities only if:

(1) the Holder gives to the Trustee notice of a continuing Event of Default;

(2) the Holders of a least 25% in principal amount of the outstanding Securities make a request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of indemnity; and

(5) during such 60-day period the Holders of a majority in principal amount of the Securities do not give the Trustee a direction inconsistent with the request.

A Securityholder may not use this Indenture to prejudice the rights of another Securityholder or to obtain a preference or priority over another Securityholder.

Section 6.10. Rights of Holders to Receive Payment. Notwithstanding any other provision of this

Indenture, the right of any Holder of a Security to receive payment of principal and interest on the Security, on or after the respective due dates expressed in the Security, or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of the Holder.

Section 6.11. Collection Suit by Trustee. If an Event of Default specified in Section 6.01(1) or (2) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal and interest remaining unpaid.

Section 6.12. Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Securityholders allowed in any judicial proceedings relative to the Company, its creditors or its property.

Section 6.13. Priorities. If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee for amounts due under Section 7.07;

Second: to Securityholders for amounts due and unpaid on the Securities for principal and interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Securities for principal and interest, respectively, provided however, that if any portion of the money so collected is required to be subordinated to the payment of Senior Debt pursuant to Article 11, it shall be paid to holders of Senior Debt but only if and to the extent required by Article 11; and

Third: to the Company.

The Trustee may fix a record date and payment date for any payment to Securityholders.

Section 6.14. Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion

may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.10, or a suit by Holders of more than 10% in principal amount of the Securities.

Section 6.15. Waiver of Appraisement and Other Laws. To the full extent that it may lawfully so agree, the Company will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture or the absolute sale of the Collateral, or any part thereof, or the possession thereof by any purchaser at any sale under this Article; and the Company, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Company, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property constituting the Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Indenture may order the sale of the Collateral as an entirety.

If any law in this Section referred to and now in force, of which the Company or its successor or successors might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section.

Section 6.16. Unenforceable Provisions Inoperative. To the extent that any provision of this Article 6 may be invalid or unenforceable under any applicable law with respect to any of the Collateral, such provision shall be deemed inoperative and inapplicable and shall not be included in the terms of this Indenture.

Section 6.17. Payment of Capital Contribution to Trustee. (a) It shall not constitute an Event of Default under Section 6.01(7) hereof if the Trustee receives notice from the Escrow Agent that the Company has paid to the Escrow Agent, not later than the time set forth in Section 6.01(7),

funds in an amount equal to the capital contribution asserted to then be due from the Company to the Conda Partnership, provided that the Company also delivers to the Trustee at that time an Officers' Certificate setting forth in detail the reasons for the Company's not making such capital contribution to the Conda Partnership. Such funds shall be held in escrow by the Escrow Agent pending final disbursement.

(b) The Company will give the Trustee and the Escrow Agent prompt notice of (i) the entry of any final judgment or order of a court of competent jurisdiction or any award of an arbitrator to the effect that the Company is obligated to make all or a part of the capital contribution in question, or (ii) the taking of any action by another partner in the Conda Partnership which could result in an adjustment of the capital account of the Company in the Conda Partnership. Upon receipt by the Escrow Agent of such notice, the Escrow Agent will, at the Company's option, either (1) pay all or a corresponding part, as the case may be, of the funds held in escrow to the Conda Partnership on behalf of the Company, provided that the Trustee shall have given the Escrow Agent notice that the Trustee shall have first received an Opinion of Counsel to the effect that, taking into account such payment, the Company's capital account in the Conda Partnership will be not less than the Company's capital account as it existed immediately prior to the original assessment of the capital contribution in question, or (2) deliver to the Trustee all or a corresponding part, as the case may be, of the funds held in escrow for application to the optional redemption of Securities as provided in paragraph 6 of the Securities.

(c) If the Trustee receives a copy of (i) a final judgment or order of a court of competent jurisdiction or any award of an arbitrator to the effect that the Company is not liable for all or a part of the capital contribution in question, or (ii) a duly executed agreement between the Company and each other partner in the Conda Partnership providing that the Company is not required to make all or a part of the capital contribution originally asserted to be due from the Company, then the Trustee shall direct the Escrow Agent to pay over all or a corresponding part, as the case may be, of the funds held in escrow pursuant to this Section 6.17 to the Company.

ARTICLE 7

TRUSTEE

Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) Except during the continuance of an Event of Default:

(1) The Trustee need perform only those duties that are specifically set forth in this Indenture and no others.

(2) In the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) This paragraph does not limit the effect of paragraph (b) of this Section 7.01.

(2) The Trustee shall not be liable for any error of judgment made in good faith by a Trust Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts.

(3) The Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.08.

(d) Every provision of this Indenture that in any

way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) The Trustee may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

Section 7.02. Rights of Trustee.

(a) The Trustee may rely on any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Certificate or Opinion.

(c) The Trustee may act through agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers.

Section 7.03. Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Securities and may otherwise deal with the Company or an Affiliate with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights. However, the Trustee is subject to Sections 7.10 and 7.11.

Section 7.04. Trustee's Disclaimer. The Trustee makes no representation as to the validity or adequacy of this Indenture or the Securities or the Lien which this Indenture purports to create, it shall not be accountable for the Company's use of the proceeds from the Securities, and it shall not be responsible for any statement in the recitals to

this Indenture or in the Securities other than its authentication.

Section 7.05. Notice of Defaults. If a Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to Securityholders a notice of the Default within 90 days after it occurs. Except in the case of a Default in payment on any Security, the Trustee may withhold the notice if and so long as a committee of its Trust Officers in good faith determines that withholding the notice is in the interests of Securityholders.

Section 7.06. Reports by Trustee to Holders. Within 60 days after May 15, in each year, beginning with the year 1984, the Trustee shall mail to Securityholders a brief report dated as of such reporting date that complies with TIA § 313(a). The Trustee also shall comply with TIA §§ 313(b)(1) and 313(b)(2).

A copy of each report at the time of its mailing to Securityholders shall be filed with the SEC and each stock exchange on which the Securities are listed. The Company shall notify the Trustee when the Securities are listed on any stock exchange.

Section 7.07. Compensation and Indemnity. The Company shall pay to the Trustee from time to time reasonable compensation for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket expenses incurred by it. Such expenses shall include the reasonable compensation and out-of-pocket expenses of the Trustee's agents and counsel.

The Company shall indemnify the Trustee against any loss or liability incurred by it. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent.

The Company need not reimburse any expense or indemnify against any loss or liability incurred by the Trustee through negligence or bad faith.

To secure the Company's payment obligations in this Section, the Trustee shall have a lien prior to the Securities on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Securities.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(9) or (10) occurs, the expenses and the compensation for the services are intended to constitute expenses of administration under any Bankruptcy Law.

Section 7.08. Replacement of Trustee. A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign by so notifying the Company. The Holders of a majority in principal amount of the Securities may remove the Trustee by so notifying the Trustee and the Company. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10;

(2) the Trustee is adjudged a bankrupt or an insolvent;

(3) a receiver or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the Securities may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 30 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in principal amount of the Securities may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 7.10, any Securityholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Securityholders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.07.

Section 7.09. Successor Trustee by Merger, etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification. This Indenture shall always have a Trustee who satisfies the requirements of TIA § 310(a)(1). The Trustee shall always have a combined capital and surplus of at least $50,000,000. The Trustee is subject to TIA § 310(b), including the optional provision permitted by the second sentence of TIA § 310(b)(9).

Section 7.11 Preferential Collection of Claims Against Company. The Trustee is subject to TIA § 311(a), excluding any creditor relationship listed in TIA § 311(b). A Trustee who has resigned or been removed is subject to TIA § 311(a) to the extent indicated.

ARTICLE 8

DISCHARGE OF INDENTURE

Section 8.01. Release and Discharge of Lien. If the Company

(a) shall pay or cause to be paid to the Securityholders the principal and interest to become due on the Securities at the times and in the manner stipulated therein, and shall keep, perform and observe all of its covenants and agreements contained in the Securities and in this Indenture, or

(b) shall terminate all of its obligations under this Indenture pursuant to Section 8.02,

then the estate and the right hereby granted in the Collateral shall cease, determine and be void, and thereupon the Trustee shall, upon request of the Company and at the Company's expense and upon delivery to the Trustee by the Company of an Officers' Certificate and an Opinion of Counsel covering such matters relating to the discharge of the Lien hereof as the Trustee may reasonably request, cancel and discharge the Lien hereof, and execute and deliver to the Company such deeds or other instruments as the Company shall request to satisfy the Lien hereof, and reconvey to the Company the estate and title hereby conveyed to, and assign and deliver to the Company, any property subject to the Lien hereof which may then be in the possession of the Trustee.

Section 8.02. Termination of Company's Obligations. The Company may terminate all of its obligations under this Indenture if:

(a) the Securities mature within one year or all of them are to be called for redemption within one year under arrangements satisfactory to the Trustee for giving the notice of redemption; and

(b) the Company irrevocably deposits in trust with the Trustee money (which may be in the form of insurance proceeds or a Net Award under Sections 4.10) or U.S. Government Obligations sufficient to pay principal and interest on all of the outstanding Securities to maturity or redemption, as the case may be. The Company may make the deposit only during the one-year period and only if Article 11 does not prohibit the deposit.

However, the Company's obligations in Sections 2.03, 2.04, 2.05, 2.06, 2.07, 7.07, 7.08 and 8.04, shall survive until the Securities are no longer outstanding. Thereafter the Company's obligations in Sections 7.07 and 8.04 shall survive.

After a deposit under Section 8.02(b) the Trustee upon request shall acknowledge in writing the discharge of the Company's obligations under this Indenture except for those surviving obligations specified above.

In order to have money available on a payment date to pay principal or interest on the Securities, the U.S.

Government Obligations shall be payable as to principal or interest on or before such payment date in such amounts as will provide the necessary money. U.S. Government Obligations shall not be callable at the issuer's option.

"U.S. Government Obligations" means direct obligations of the United States of America for the payment of which the full faith and credit of the United States of America is pledged.

Section 8.03. Application of Trust Money. The Trustee shall hold in trust money or U.S. Government Obligations deposited with it pursuant to Section 8.02. It shall apply the deposited money and the money from U.S. Government Obligations through the Paying Agent and in accordance with this Indenture to the payment of principal and interest on the Securities. Money and securities so held in trust are not subject to Article 11.

Section 8.04. Repayment to Company. The Trustee and the Paying Agent shall promptly pay to the Company upon request any excess money or securities held by them at any time.

The Trustee and the Paying Agent shall pay to the Company upon request any money held by them for the payment of principal or interest that remains unclaimed for two years. After payment to the Company, Securityholders entitled to the money must look to the Company for payment as general creditors unless an applicable abandoned property law designates another person.

ARTICLE 9

AMENDMENTS

Section 9.01. Without Consent of Holders. The Company and the Trustee may amend this Indenture or the Securities without the consent of any Securityholder:

(a) to cure any ambiguity, defect or inconsistency; or

(b) to make any change that does not adversely affect the rights of any Securityholder.

Section 9.02. With Consent of Holders. The Company and the Trustee may amend this Indenture or the outstanding

Securities with the written consent of the Holders of at least 50% in principal amount of the Securities. However, without the consent of each Securityholder affected, an amendment under this Section may not:

(a) reduce the percentage in principal amount of Securities whose Holders must consent to an amendment;

(b) reduce the rate of or change the time for payment of interest on any Security;

(c) reduce the principal of or change the fixed maturity of any Security;

(d) make any Security payable in currency other than that stated in the Security;

(e) make any change in Section 6.07, 6.10 or 9.02 (second sentence);

(f) permit the creation of any mortgage or other lien ranking prior to or on a parity with the Lien hereof as to any Collateral, except as otherwise expressly provided by this Indenture, or impair the Lien hereof as to any Collateral;

(g) deprive any Securityholder of the Lien of this Indenture on the Collateral; or

(h) make any change in Article 11 that adversely affects the rights of any Securityholder.

An amendment under this Section may not make any change that adversely affects the rights under Article 11 of any holder of an issue of Senior Debt unless the holders of the issue pursuant to its terms consent to the change.

After an amendment under this Section becomes effective, the Company shall mail to Securityholders a notice briefly describing the amendment.

Section 9.03. Compliance with Trust Indenture Act. Every amendment to this Indenture or the Securities shall be set forth in a supplemental indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents. Until an amendment or waiver becomes effective, a consent to

it by a Holder of a Security is a continuing consent by the Holder and every subsequent Holder of a Security or portion of a Security that evidences the same debt as the consenting Holder's Security, even if notation of the consent is not made on any Security. However, any such Holder or subsequent Holder may revoke the consent as to his Security or portion of a Security if the Trustee receives the notice of revocation before the date the amendment or waiver becomes effective. An amendment or waiver becomes effective in accordance with its terms and thereafter binds every Securityholder.

Section 9.05. Notation on or Exchange of Securities. The Trustee may place an appropriate notation about an amendment or waiver on any Security thereafter authenticated. The Company in exchange for all Securities may issue and the Trustee shall authenticate new Securities that reflect the amendment or waiver.

Section 9.06. Trustee Protected. The Trustee need not sign any supplemental indenture that adversely affects its rights or immunities.

ARTICLE 10

POSSESSION, USE AND RELEASE OF PROPERTY

Section 10.01. Possession by the Company until Security Event.

(a) So long as no Security Event exists and is continuing, the Company shall, subject to the terms of this Indenture, possess, use, manage, operate and enjoy the Collateral and collect, receive, use, invest and dispose of the rents, issues, tolls, profits, revenues and other income from the Collateral, with power, in the ordinary course of business, freely and without let or hindrance on the part of the Trustee to use and consume Inventory and sell the proceeds thereof, and except as herein otherwise expressly provided to the contrary, to deal with choses in action, leases, leasehold interests and contracts, and to exercise the rights and powers conferred upon it hereby, to alter and repair its buildings and structures, to change the position of its pipes, mains, conduits or other property whatsoever and to replace and renew any of its equipment, machinery or other property.

(b) Anything herein to the contrary notwithstanding,

(i) the Company shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Indenture had not been executed,

(ii) the exercise by the Trustee of any of the rights hereunder shall not release the Company from any of its duties or obligations under the contracts and agreements included in the Collateral, and

(iii) the Trustee shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Indenture, nor shall the Trustee be obligated to perform any of the obligations or duties of the Company thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 10.02. Release of Property.

(a) If no Security Event then exists and is continuing, the Company may, and may permit the Conda Partnership to, without any release, consent or action by the Trustee:

(i) subject to the provisions of Section 4.07, remove and dispose of (in the case of the Collateral, free from the Lien of this Indenture) any (A) Equipment owned by the Company, or (B) equipment, tools, appliances, machinery, fixtures or apparatus owned by the Conda Partnership, which, in the good faith judgment of the Company, may have become worn out, unserviceable, obsolete, disused, undesirable or unnecessary for the continued normal operation of the Partnership Properties, the Conda Fertilizer Plant or such other Collateral as the Company may own, as the case may be, and the conduct of the business of the Company or the Conda Partnership, as the case may be, upon repairing all damage, if any, to the Collateral or the Partnership Properties caused by such removal and replacing the same by, or substituting for the same, other Equipment or equipment, tools, appliances, machinery, fixtures or apparatus, as the case may be, not necessarily of the same character but, in

the good faith judgment of the Company, of at least equal in general utility and value to the Company in the operation of the Conda Fertilizer Plant or such other Collateral as the Company may own or the Conda Partnership in the operation of the Partnership Properties, which in the case of the Collateral shall forthwith become, without further action, subject to the Lien hereof; provided, however, if in the good faith judgment of the Company the replacement or substitution of such Equipment or equipment, tools, appliances, machinery, fixtures or apparatus, as the case may be, is not necessary so that the Partnership Properties, the Conda Fertilizer Plant and such other Collateral as the Company may own will each be Substantially Equivalent to that which existed immediately prior to the removal and disposition of such property, the Company shall deliver to the Trustee an Officers' Certificate to that effect listing such equipment and proceeds of the sale thereof (and also listing the total amount of equipment so sold to date and the proceeds thereof in the calendar year in which such sale occurs) and then the Company may use the proceeds from the sale of such Equipment not in excess of $2,000,000 in any one year nor $8,000,000 in the aggregate, and may permit the Conda Partnership to use the proceeds from the sale of such equipment, tools, appliances, machinery, fixtures or apparatus not in excess of $4,000,000 in any one year nor $8,000,000 in the aggregate, for general business purposes, but the Company shall promptly remit any such proceeds in excess of such amounts to the Trustee for application, within 90 days after receipt by the Trustee of such proceeds, to the redemption of Securities at a redemption price equal to 100% of principal amount, plus accrued interest to the redemption date (provided that prior to the giving of the notice of such redemption, the Trustee, at the direction of the Company, shall use such proceeds to purchase Securities on the open market at a price of not more than 100% of principal amount); and

(ii) lease to others any of the Conda Properties or such other Collateral as the Company may own which is not essential in the good faith judgment of the Company to the operation of the Conda Properties or such other Collateral as the

Company may own (A) if such lease does not, in the good faith judgment of the Company, materially adversely affect (1) the ability of the Conda Partnership to operate on an economic basis substantially equivalent to the economic basis on which it operated immediately prior to the execution of such lease, or (2) the ability of the Conda Fertilizer Plant and such other Collateral as the Company may own each to be operated on an economic basis substantially equivalent to the economic basis on which it was operated immediately prior to the execution of such lease, and (B) if such lease is terminable at the election of the Trustee forthwith upon the happening of a Security Event or at the election of any purchaser, whether a purchaser under the power of sale herein granted or under judgment or decree in any judicial proceedings or otherwise, of the property subject to such lease.

(b) Any property constituting part of the Collateral acquired by the Company in replacement of or in substitution for property disposed of pursuant to paragraph (a) of this Section 10.02 shall forthwith become, without further action, subjected to the Lien hereof.

(c) The Trustee shall execute any confirmatory release or other instrument requested by any transferee to confirm the rights of lessees or transferees of property leased or transferred pursuant to this Section 10.02, upon receipt of

(i) a request of the Company specifying the property to be leased or transferred;

(ii) an Officers' Certificate describing the property with reference to which action is to be taken as permitted by this Section 10.02, describing such action and stating that such action complies with the requirements of this Section 10.02 and that no Default has occurred;

(iii) an Opinion of Counsel stating that the action specified in such request is authorized under this Section 10.02, and, in the case of a lease, that such lease contains provisions for the termination thereof (A) which meet the requirements of paragraph (a)(ii) of this Section 10.02, and (B) which are valid and enforceable in accordance with

their terms subject to exceptions relating to bankruptcy laws and the availability of equitable remedies; and

(iv) in the case of a lease, an Officers' Certificate approving the terms and conditions of such lease, stating (A) that the ability of the Company and the Conda Partnership to operate the Conda Properties on an economic basis substantially equivalent to the economic basis on which they were operated immediately prior to the execution of such lease is not impaired and (B) that the property to be leased is not essential to the operation of the Conda Properties.

(d) The Company will deliver to the Trustee, on or before May 1 in each year,

(i) an Engineer's Certificate setting forth with respect to transactions during the preceding calendar year pursuant to paragraph (a)(i) of this Section 10.02, (A) the aggregate fair value to the Company or the Conda Partnership and the book value at the date or dates of disposition of, the aggregate amount realized from, and a general description of, any property disposed of pursuant to such paragraph (a)(i), stating that such property had become worn out, unserviceable, obsolete, disused, undesirable or unnecessary for use in the conduct of the business of the Company or the Conda Partnership, and (B) the aggregate fair value to the Company or the Conda Partnership of, the cost of, and a general description of, any property acquired in replacement of or in substitution for such property disposed of,

(ii) such supplemental indentures or other instruments as may be necessary for the purpose of effectually subjecting such property acquired by the Company to the Lien hereof, and

(iii) an Opinion of Counsel that such supplemental indentures or other instruments have been duly executed and are sufficient for such purposes or that no such supplemental indentures or instruments are necessary.

(e) Any release or other disposition of property

subject to the Lien hereof, whether by the terms of this Article 10, Section 4.11, or otherwise under this Indenture, shall be made in accordance with TIA § 314(d). The Company shall furnish to the Trustee in connection with any such release or other disposition any Engineer's Certificates, Independent Engineer's Certificates or other documents required to be furnished by TIA § 314(d).

Section 10.03. Inventory Liens.

(a) The following Liens ("Inventory Liens") shall be Permitted Liens under this Indenture:

(i) Liens on the Inventory and proceeds thereof owned by the Company arising out of the Accounts and Inventory Loan and Security Agreement dated as of March 29, 1983 among the Company, Beker Export Corporation, Beker Phosphate Corporation and Commercial Credit Business Loans, Inc.;

(ii) Liens on or transfers of the Inventory owned by the Company arising out of each other financing agreement entered into by the Company after the expiration or termination of the above-described Agreement, provided, however, that (A) the Indebtedness secured by such Lien or transfer shall not at any particular time exceed the aggregate dollar amount of such Inventory and the accounts receivable reflected on the books of the Company at such time as arising out of the sale of such Inventory subject to such Lien or transfer, and (B) no part of the Collateral or the Partnership Properties other than such Inventory and the accounts receivable arising therefrom shall be subject to such Lien;

(iii) Liens on the Inventory and proceeds thereof owned by the Company arising out of the $91,400,000 Revolving Credit and Term Loan Agreement among the Company and Citibank, N.A., The First National Bank of Chicago, Manufacturers Hanover Trust Company, The First National Bank of Boston, First Pennsylvania Bank, N.A., and State National Bank of Connecticut dated as of October 1, 1980, as amended;

(b) The Permitted Liens described in subsection (a) of this Section 10.03 shall not include Liens on Inventory purchased by the Trustee from Persons other than the Company.

(c) The Lien of this Indenture upon the Inventory shall be subordinate to each Inventory Lien whether now existing or hereafter created meeting the requirements of subsection (a) of this Section 10.03.

ARTICLE 11

SUBORDINATION

Section 11.01. Collateral Not Subject to Subordination. Notwithstanding any provision of this Article 11, the Trustee, for the benefit of the Holders, shall have the absolute right to exercise all rights under this Indenture with respect to the Collateral in accordance with terms of the Indenture (including the taking, holding, and selling of the Collateral and the distribution of the proceeds therefrom to the Holders) whether or not the subordination provisions would otherwise prevent payment by the Company other than from the Collateral.

Section 11.02. Agreement to Subordinate in Certain Cases. The Company agrees, and each Securityholder by accepting a Security agrees, that the Indebtedness evidenced by the Securities will be subordinated, to the extent and in the manner provided in this Article, and that the subordination is for the benefit of the holders of Senior Debt.

Section 11.03. Certain Definitions.

"Debt" of a Person means all Indebtedness for Money Borrowed of such Person.

"Representative" means the indenture trustee or other trustee, agent or representative for an issue of or loan constituting Senior Debt.

"Senior Debt" means Debt of the Company outstanding at any time except Debt that by its terms is not senior in right of payment to the Securities.

A "distribution" may consist of cash, securities or other property.

Section 11.04. Liquidation; Dissolution; Bankruptcy. Upon any distribution to creditors of the Company upon any dissolution, winding up or liquidation of the Company (whether in bankruptcy, insolvency or

receivership proceedings or upon an assignment for the benefit of creditors or otherwise) in connection with the liquidation of the business and assets of the Company:

(a) holders of Senior Debt shall be entitled to receive satisfaction in full of the principal of and interest to the date of payment on the Senior Debt before Securityholders shall be entitled to receive any payment of principal or interest on the Securities, other than payments or other distributions arising out of or attributable to the Collateral; and

(b) until the Senior Debt is satisfied in full, any distribution in respect of principal of or interest on the Securities to which Securityholders would be entitled but for this Article 11 shall be made to holders of Senior Debt as their interests may appear, except that Securityholders may receive securities that are subordinated to Senior Debt to at least the same extent as the Securities.

Section 11.05. Nonpayment of Senior Debt. Subject to Sections 8.03 and 11.06, the Company shall not pay, and the Securityholders shall not accept payment of, principal of or interest on the Securities so long as principal or interest is due and unpaid under the terms of any agreement or indenture evidencing outstanding Senior Debt in an aggregate principal amount of at least $10,000,000, provided, however, that payment of principal or interest on the Securities may be made pursuant to the exercise of any right with respect to the Collateral by or on behalf of the Securityholders.

Section 11.06. Application by Trustee of Monies Deposited with It; When Distribution Must Be Paid Over. Except as provided in Section 8.03, any deposit of monies by the Company with the Trustee or any Paying Agent for the payment of the principal or interest on any Securities shall be subject to the provisions of Sections 11.04, 11.05 and 11.06 except that, if prior to the third business day prior to the date on which by the terms of this Indenture any such moneys may become payable for any purpose (including, without limitation, the payment of either the principal or the interest on any Security) the Trustee or, in the case of any such deposit of monies with a Paying Agent, the Paying Agent shall not have received with respect to such moneys the notice provided for in Section 11.07, then the Trustee or such Paying Agent, as the case may be, shall have full power and authority to receive such monies and to apply the same to

the purpose for which they were received, and shall not be affected by any notice to the contrary which may be received by it on or after such date.

If any payment or distribution of principal or interest on the Securities is made to Securityholders that because of this Article should not have been made to them, the Securityholders who receive the payment or distribution shall hold such payment or distribution in trust for holders of Senior Debt and pay it over to them as their interests may appear.

Section 11.07. Notice by Company; Trustee Entitled to Assume Payments Not Prohibited in Absence of Notice. The Company shall promptly notify the Trustee and the Paying Agent of any facts known to the Company that would cause a payment of principal of or interest on the Securities to violate this Article 11. The Trustee shall not at any time be charged with knowledge of the existence of any facts which would prohibit the making of any payment to or by the Trustee or the taking of any other action by the Trustee, unless and until a Trust Officer shall have received written notice thereof from the Company or from one or more holders of Senior Debt or from any Representative thereof; and, prior to the receipt of any such written notice, the Trustee, subject to the provisions of Article 7, shall be entitled to assume conclusively that no such facts exist. The Trustee shall be entitled to rely on the delivery to it of a written notice by a person representing himself to be a holder of Senior Debt or a Representative thereof to establish that such notice has been given by a holder of Senior Debt or a Representative of any such holder or holders.

Section 11.08. Subrogation. After all Senior Debt is satisfied in full and until the Securities are paid in full, Securityholders shall be subrogated to the rights of holders of Senior Debt to receive distributions applicable to Senior Debt to the extent that distributions otherwise payable to the Securityholders have been applied to the payment of Senior Debt. A distribution made under this Article 11 to holders of Senior Debt which otherwise would have been made to Securityholders is not, as between the Company and Securityholders, a payment by the Company on Senior Debt.

Section 11.09. Relative Rights. This Article 11 defines the relative rights of Securityholders and holders of Senior Debt. Nothing in this Indenture shall:

(i) impair, as between the Company and Securityholders, the obligation of the Company, which is absolute and unconditional, to pay principal of and interest on the Securities in accordance with their terms;

(ii) affect the relative rights of Securityholders and creditors of the Company other than holders of Senior Debt; or

(iii) prevent the Trustee or any Securityholder from exercising its available remedies upon a Default, subject to the rights of holders of Senior Debt provided for under this Indenture to receive distributions otherwise payable to Securityholders to the extent provided herein.

Section 11.10. Subordination May Not Be Impaired by Company. No right of any holder of Senior Debt to enforce the subordination provided herein shall be impaired by any act or failure to act by the Company or by its failure to comply with this Indenture regardless of any knowledge thereof, any such holder may have or otherwise be charged with.

Section 11.11. Distribution or Notice to Representative. Whenever a distribution is to be made or a notice given to holders of Senior Debt, the distribution may be made and the notice given to their Representative.

In the event that the Trustee determines in good faith that further evidence is required with respect to the right of any person as a holder of Senior Debt to participate in any payment or distribution pursuant to this Article 11, the Trustee may request such person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Debt held by such person, the extent to which such person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such person under this Article 11, and if such evidence is not furnished, the Trustee may defer any payment to such person pending judicial determination as to the right of such person to receive such payment.

Upon any distribution of assets of the Company referred to in this Article 11, the Trustee, subject to the provisions of Sections 7.01 and 7.02, and the Securityholders shall be entitled to rely upon any order or decree made by

any court of competent jurisdiction in which such dissolution, winding up, liquidation or reorganization proceedings are pending, or a certificate of the liquidating trustee or agent or other person making any distribution to the Trustee or to the Securityholders, for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of the Senior Debt and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article 11.

Section 11.12. Rights of Trustee and Paying Agent. The Trustee or Paying Agent may continue to make payments on the Securities until it receives notice of facts that would cause a payment of principal of or interest on the Securities to violate this Article 11. Only the Company, a Representative or a holder of an issue of Senior Debt that has no Representative may give the notice.

The Trustee in its individual or any other capacity may hold Senior Debt with the same rights it would have if it were not Trustee. Any Agent may do the same with like rights.

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt but shall have only such obligations to such holders as are expressly set forth in this Article 11, and the Trustee shall not be liable to any such holder if it shall mistakenly pay over or deliver to the Securityholders or the Company or any other person, money or assets to which any holder of Senior Debt may be entitled under this Article 11 or otherwise.

Section 11.13. Trustee to effect Subordination. Each holder of a Security by his acceptance thereof authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordinations as provided in this Article 11 and appoint the Trustee his attorney-in-fact for any and all such purposes.

ARTICLE 12

MISCELLANEOUS

Section 12.01. Trust Indenture Act Controls. If any provision of this Indenture limits, qualifies or conflicts with another provision which is required to be included in this Indenture by the TIA, the required provision shall control.

Section 12.02. Notices. Any notice or communication by the Company or the Trustee to the other is duly given if in writing and delivered in person or mailed by first-class mail to the other's address stated in Section 12.11. The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

Any notice or communication to a Securityholder shall be mailed by first-class mail to his address shown on the register kept by the Registrar. Failure to mail a notice or communication to a Securityholder or any defect in it shall not affect its sufficiency with respect to other Securityholders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Securityholders, it shall mail a copy to the Trustee and each Agent at the same time.

All other notices or communications shall be in writing.

Section 12.03. Communication by Holders with Other Holders. Securityholders may communicate pursuant to TIA § 312(b) with other Securityholders with respect to their rights under this Indenture or the Securities. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA § 312(c).

Section 12.04. Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officer's Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent have been complied with.

Section 12.05. Statements Required in Certificate

or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(a) a statement that the person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

Section 12.06. Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or a meeting of Securityholders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07. Eligible Investments.

(a) Amounts held from time to time by the Trustee pursuant to this Indenture that represent insurance proceeds arising from a Destruction or a Net Award, shall if directed by the Company in writing, be invested in

(i) time deposits, negotiable certificates of deposit, or similar instruments of deposit designated by the Company with a bank or trust company organized as a corporation under the laws of the United States or any State thereof, or of the District of Columbia, subject to supervision or examination by Federal or State authority or authority of the District of Columbia, and having a combined capital and surplus of at least $50,000,000; provided however, that the aggregate of all such time deposits and certificates of deposit with any one bank or trust company shall not exceed

10% of the combined capital and surplus of such bank or trust company;

(ii) short term commercial paper designated by the Company having the highest rating for short term commercial paper assigned by any two nationally recognized organizations regularly engaged in rating the investment quality of such commercial paper; and

(iii) securities (designated by the Company) which at the date of such investment are --

(A) direct obligations of, or obligations (other than any obligations related to the Company or any Affiliate) fully guaranteed or insured by, the United States or any agency of the United States, or obligations or securities fully insured by an instrumentality of the United States; or

(B) bonds, not in default as to principal or interest, of any county, municipality or state of the United States and having the highest ratings for bonds assigned by any two nationally recognized organizations regularly engaged in rating the investment quality of such bonds;

provided that, any investments in securities made pursuant to this Section 12.07 shall not mature later than the date upon which the funds that are invested in such securities are required to be used pursuant to this Indenture.

Section 12.08. Legal Holidays. A "Legal Holiday" is a Saturday, a Sunday or a day on which banking institutions in the City of New York are not required to be open. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue for the intervening period.

Section 12.09. No Recourse Against Others. All liability described in the Securities of any director, officer, employee or stockholder, as such, of the Company is waived and released.

Section 12.10. Duplicate Originals. The parties may sign any number of copies of this Indenture. One signed

copy is enough to prove this Indenture.

Section 12.11. Addresses.

The Company's address is:

Beker Industries Corp.
124 West Putnam Avenue
P.O. Box 5700
Greenwich, Connecticut 06836
Attention: Secretary

The Trustee's address is:

Marine Midland Bank, N.A.
250 Park Avenue
New York, New York 10177
Attention: Corporate Trust Department

Section 12.12. Notice by Trustee of Extension of Time for Making Certain Payments. If the Trustee

(a) receives from the Company a copy of a notice of the type described in paragraph 5(A)(ii) of the Securities and

(b) determines that the Company has complied with the requirements of paragraph 5(A)(iii) of the Securities,

the Trustee shall, within 15 days thereafter, mail to each Holder of a Security, at such Holder's registered address, a notice to the effect that the Company has elected to extend the time for making certain payments on the Securities as provided in said paragraph 5, specifying the payment that is the subject of such extension.

Section 12.13. Governing Law. The laws of the State of New York shall govern this Indenture and the Securities, except to the extent that the validity or perfection of the Lien created hereunder, or remedies hereunder, are governed by the laws of a jurisdiction other than the State of New York.

Section 12.14. Severability. In case any provision in this Indenture or in the Securities shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any

way be affected or impaired thereby.

Section 12.15. Titles of Articles Not Part Hereof. The titles of the several Articles of this Indenture, the Table of Contents and the Cross Reference Table shall not be deemed to be any part hereof.

Section 12.16. Idaho Law. This Indenture is intended to be and shall constitute, with respect to the Land and Improvements, a "mortgage" within the meaning of Idaho Code § 45-901.

- - - -

SIGNATURES

Dated: July 7, 1983

BEKER INDUSTRIES CORP.

By _____
Executive Vice President

Attest: _____
Secretary

(SEAL)

Dated:

MARINE MIDLAND BANK, N.A.

By _____
Assistant Vice President

Attest: _____

~~Assistant~~ Corporate Trust Officer

(SEAL)

STATE OF New York)
) ss.
COUNTY OF New York)

On this 7th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence B. Kessler, known or identified to me to be the Sr. V.P., Gen Coun & Sec of BEKER INDUSTRIES CORP., a Delaware corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

Diane L. Meany
Notary Public for
Residing at
My commission expires:

DIANE L. MEANY
Notary Public, State of New York
No. 31-4734681
Qualified in New York County
Commission Expires March 30, 1985

STATE OF New York)
) ss.
COUNTY OF New York)

On this 7th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared J. KELLY, known or identified to me to be the ASSISTANT VICE-PRESIDENT of MARINE MIDLAND BANK, N.A., a national banking institution, the institution that executed the within and foregoing instrument, and acknowledged to me that such institution executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

Diane L. Meany
Notary Public for
Residing at
My commission expires:

DIANE L. MEANY
Notary Public, State of New York
No. 31-4734681
Qualified in New York County
Commission Expires March 30, 1985

EXHIBIT A
(Face of Security)

No. _____ $_____

BEKER INDUSTRIES CORP.

promises to pay to _____,
or registered assigns, the principal sum of _____
Dollars on July 1, 2003.

15 7/8% Secured Subordinated Sinking Fund Debenture Due 2003 Interest Due: January 1 and July 1, except as otherwise provided on the reverse hereof under "Right of the Company to Extend Time for Certain Payments".
Record Dates: December 15 and June 15

Dated:_____

Authenticated:

MARINE MIDLAND BANK, N.A., as Trustee

By _____
Authorized Officer

BEKER INDUSTRIES CORP.

By_____

(SEAL)

The "issue price" of this Security (as that term is used in Section 1232 of the Internal Revenue Code of 1954, as amended), for each one thousand dollars principal amount hereof, is $910.00.

(Back of Security)

BEKER INDUSTRIES CORP.

15 7/8% Secured Subordinated Sinking Fund Debenture Due 2003

1. Interest. Beker Industries Corp. ("Company"), a Delaware corporation, promises to pay interest on the principal amount of this Security at the rate per annum shown above. Except as noted below under "Right of the Company to

Extend Time for Certain Payments", the Company will pay interest semiannually on January 1 and July 1 of each year. Interest on the Securities will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from July 1, 1983. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Company will pay interest on the Securities to the persons who are registered holders of Securities at the close of business on the record date for the next interest payment date even though Securities are cancelled after the record date and on or before the interest payment date. Holders must surrender Securities to a Paying Agent to collect principal payments. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Company may pay principal and interest by check payable in such money. It may mail an interest check to a holder's registered address.

3. Paying Agent, Registrar. Initially, MARINE MIDLAND BANK, N.A. ("Trustee"), 140 Broadway, New York, NY 10015, will act as Paying Agent and Registrar. The Company may change any Paying Agent and Registrar without notice. The Company may act in any such capacity.

4. Indenture. The Company issued the Securities under an Indenture dated as of July 1, 1983 ("Indenture") between the Company and the Trustee. The terms of the Securities include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) as in effect on the date of the Indenture. The Securities are subject to all such terms, and Securityholders are referred to the Indenture and the Act for a statement of such terms.

Payment of all amounts owing on the Securities is secured by (i) a first mortgage lien on the Company's fertilizer plant and certain related equipment and property located in Conda, Idaho (the "Conda Fertilizer Plant") and (ii) a first security interest in and assignment of all the Company's rights under a partnership agreement (the "Conda Partnership Agreement") entered into for the development and production of certain phosphate ore deposits in Caribou and Bear Lake Counties, Idaho, which security is collectively referred to herein as the "Collateral". The Securities are limited to $65,000,000 in aggregate principal amount.

5. Right of the Company to Extend Time for Certain Payments. (A) The holder of this Debenture agrees, by his purchase hereof, that the Company may elect to extend in accordance with the terms of this paragraph 5 the time for making any interest payment (other than the interest payment to be made upon the scheduled maturity of this Debenture) or any sinking fund payment otherwise required hereunder for a period of up to six months commencing with the interest payment date or sinking fund payment date on which the Company would otherwise have been obligated to make such payment (the "Commencement Date"). The Company shall have elected to so extend the time for making an interest or sinking fund payment if:

(i) An event permitting the holder or holders, or an agent or trustee acting on behalf of such holder or holders, of Senior Debt (as described in paragraph 11 hereof) in an aggregate amount in excess of $10,000,000 to accelerate the maturity of such Senior Debt shall have occurred and be continuing;

(ii) Prior to the Commencement Date (or, with respect to an extension of the time for the making of an interest payment, within the grace period provided therefor), the Trustee shall have received from the Company a certified copy of a notice, addressed to the Company and the Trustee, from a duly authorized representative of a holder or holders of Senior Debt (as described in paragraph 11 hereof) to the effect that an event permitting such holder or holders to accelerate the maturity of such Senior Debt shall have occurred and be continuing; and

(iii) Prior to the Commencement Date (or, with respect to the extension of the time for the making of an interest payment, within the grace period provided therefor), the Company shall, to the extent it would not otherwise be lawfully bound to pay interest on such overdue amounts, have entered into a binding contract with the Trustee, substantially in the form of Exhibit B to the Indenture and otherwise in form and substance satisfactory to the Trustee and its counsel, whereby the Company shall have agreed unconditionally to pay to the Trustee for the benefit of the Securityholders interest upon the interest or sinking fund payment due on such Commencement Date

but not then paid, at the rate of 15 7/8% per annum until paid. Such interest upon interest or sinking fund payment shall be payable over and above the interest or sinking fund payment otherwise due on such Commencement Date.

(B) Such extension by the Company of the time for payment hereunder shall automatically terminate, and the interest or sinking fund payment not made shall become immediately due and payable, upon the earliest to occur of the following events: (i) the elimination of the right of the holder or holders of such Senior Debt to cause an acceleration thereof; (ii) the occurrence of such acceleration; and (iii) the first interest payment date immediately following the Commencement Date. The Company may not elect to extend the time for making any interest payment or sinking fund payment in respect of which a prior extension has been elected or which is scheduled to be made on the interest payment date immediately following an interest payment date in respect of which payments were extended. The Company may not elect to extend less than all of the interest and sinking fund payments scheduled and to be made on an interest payment date.

(C) The Trustee shall give prompt notice to Securityholders of any extension for the time for payment in the manner provided in the Indenture.

(D) A valid election by the Company to extend the time for making an interest or sinking fund payment hereon shall operate to make such interest or sinking fund payment "due and payable" for all purposes herein and under the Indenture not earlier than the date of the earliest to occur of the events described in (B) above.

6. Optional Redemption. The Company may redeem all the Securities at any time or some of them from time to time (except that no redemption may be made prior to July 1, 1986, directly or indirectly, from the proceeds of, or in anticipation of, the issuance of debt having an interest cost computed in accordance with generally accepted financial practice of less than 17.50% per annum), at the following redemption prices (expressed in percentages of principal amount) plus accrued interest to the redemption date:

If redeemed during the 12-month period beginning July 1,

Year	Percentage	Year	Percentage
1983	106.875%	1988	103.4375%
1984	106.1875	1989	102.75
1985	105.5	1990	102.0625
1986	104.8125	1991	101.375
1987	104.125	1992	100.6875

and thereafter at 100% of principal amount.

7. Sinking Fund. The Company will redeem as and for a Sinking Fund $3,500,000 principal amount of Securities on July 1, 1989 and on each July 1 thereafter through July 1, 2002, at a redemption price of 100% of principal amount, plus accrued interest to the redemption date. The Company may reduce the principal amount of Securities to be redeemed pursuant to this paragraph 7 by subtracting 100% of the principal amount (excluding premium) of any Securities that the Company has delivered to the Trustee for cancellation or that the Company has redeemed other than pursuant to this paragraph 7. The Company may so subtract the same Security only once.

8. Additional Optional Redemption. In addition to redemptions pursuant to paragraph 6 or 7, the Company shall have the non-cumulative right to redeem up to an additional $3,500,000 principal amount of Securities on July 1, 1989 and on each July 1 thereafter through July 1, 2002 at a redemption price of 100% of principal amount, plus accrued interest to the redemption date. Such additional redemptions may be made by delivery to the Trustee of either cash or Securities, which will be valued for this purpose at 100% of principal amount.

Additional redemptions at a redemption price of 100%, plus accrued interest to the redemption date, are permitted to be made by the Trustee with the proceeds from certain sales made by the Company of unnecessary equipment. The Trustee also may use such proceeds to make open market purchases of Securities in lieu of redemptions.

9. Redemptions Upon Destruction, Condemnation or Damage. In the event of any damage to, or loss or destruction ("Destruction") of or taking by condemnation ("Taking") of the Conda Fertilizer Plant, other Collateral or the other phosphate producing and processing facilities in Idaho in which the Company has an interest by virtue of the

Conda Partnership Agreement ("Partnership Properties") the estimated cost of restoration of which is at least $10,000,000, the Company shall, not more than 180 days after the date of such Destruction or Taking, either elect to redeem all of the then outstanding Securities, at a redemption price of 100% of principal amount, plus accrued interest to the redemption date, or fulfill the conditions for commencing Major Restoration set forth in Section 4.10(d) of the Indenture, but if by the one hundred eightieth day after the date of such Destruction or Taking, the Company has not elected either of these alternatives, the Company shall be deemed to have elected to redeem all the Securities on the sixtieth day following such date.

In the event of any Destruction or Taking of the Conda Fertilizer Plant, other Collateral or the Partnership Properties other than the type of Destruction or Taking referred to in the preceding paragraph, the Company may in lieu of effecting the required restoration elect to redeem, at a redemption price equal to 100% together with accrued interest thereon, not later than two hundred forty days following the date of Destruction or Taking, an aggregate principal amount of Securities equal (i) in the case of a Destruction or Taking of the Conda Fertilizer Plant or other Collateral, the amount of insurance proceeds or other proceeds arising from such Destruction or Taking or (ii) in the case of a Destruction or Taking of Partnership Properties, an amount equal to the percentage of the proceeds of insurance arising from such Destruction or Taking equal to the Company's percentage interest in the Conda Partnership, so long as in either case the Company delivers to the Trustee not later than one hundred eighty days following such Destruction or Taking an Independent Engineer's Certificate stating that giving effect to the Destruction or the Taking and the failure to restore, certain conditions set forth in the Indenture will be satisfied.

If any other partner of the Conda Partnership prevents the Company from carrying out the restoration of Partnership Properties following a Destruction or Taking of the type referred to in the preceding paragraph, despite the Company's use of best efforts, the Company may in lieu of effecting the required restoration of Partnership Properties elect to redeem not later than two hundred forty days following the date of the Destruction or Taking at a redemption price equal to 100% together with accrued interest thereon an aggregate principal amount of Securities equal to the percentage of the estimated cost of restoration of such

Destruction or Taking equal to the Company's then partnership interest in the Conda Partnership so long as the Company delivers to the Trustee not later than one hundred eighty days following such Destruction or Taking an Independent Engineer's Certificate stating that giving effect to the Destruction or Taking and the failure to restore, certain conditions of the Indenture will be satisfied.

10. Notice of Redemption. Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each holder of Securities to be redeemed at his registered address. Securities in denominations larger than $1000 may be redeemed in part but only in whole multiples of $1000. On and after the redemption date interest ceases to accrue on Securities or portions of them called for redemption.

11. Subordination. The holders of the Securities are entitled to the benefit of a first lien on the Collateral. Upon any distribution to creditors of the Company upon the dissolution, winding up or liquidation of the Company (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) in connection with the liquidation of the business and assets of the Company, payments on the Securities are subordinated to the prior satisfaction of Senior Debt then due and payable other than payments or other distributions arising out of or attributable to the Collateral. Senior Debt is any Debt (as defined in the Indenture) of the Company except Debt that by its terms is not senior in right of payment to the Securities. Securityholders who receive distributions of principal of or interest on the Securities which should not have been made to them must pay the distributions over to the holders of Senior Debt. Payments by the Company upon the Securities (except from proceeds of the Collateral) shall not be made so long as principal or interest is due and unpaid under the terms of any agreement or indenture evidencing Senior Debt in excess of $10,000,000. The Company agrees, and each Securityholder by accepting a Security agrees, to the subordination and authorizes the Trustee to give it effect.

12. Denominations, Transfer, Exchange. The Securities are in registered form without coupons in denominations of $1000 and whole multiples of $1000. The transfer of Securities may be registered and Securities may be exchanged as provided in the Indenture. The Registrar may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not exchange or register the transfer of any

Security or portion of a Security selected for redemption. Also, it need not exchange or register the transfer of any Securities for a period of 15 days before a selection of Securities to be redeemed.

13. Persons Deemed Owners. The registered holder of a Security may be treated as its owner for all purposes.

14. Amendments and Waivers. Subject to certain exceptions, the Indenture or the Securities may be amended, and any existing default may be waived, with the consent of the holders of a majority in principal amount of the Securities. Without the consent of any Securityholder, the Indenture or the Securities may be amended to cure any ambiguity, defect or inconsistency or to make any change that does not adversely affect the rights of any Securityholder.

15. Defaults and Remedies. An Event of Default is: default for 30 days in payment of interest on the Securities when due (see paragraph 5 hereof); default in payment of principal on them when due (see paragraph 5 hereof); failure by the Company to comply with its covenants in the Indenture relating to maintaining its corporate existence; failure by the Company to use its best efforts to prevent the incurrence of indebtedness by the partnership formed pursuant to the Conda Partnership Agreement (the "Conda Partnership"), or the creation of liens on the Partnership Properties, or the sale or other disposition of Partnership Properties, in each case other than as permitted by the Indenture, or failure by the Company to use its best efforts to prevent the alteration or termination of the Conda Partnership Agreement or a related supply contract with the Company except as permitted by the Indenture; failure by the Company to deliver certain required notices; creation of a lien by the Company on the Collateral or the sale or other disposition of any of the Collateral, other than as permitted by the Indenture; the cancellation (without replacement) of specified insurance coverage on the Conda Fertilizer Plant; failure by the Company for specified periods of time up to 120 days after notice to it to comply with any of its other agreements in the Indenture or the Securities; commencement of proceedings for the dissolution of the Conda Partnership by a partner other than the Company, which proceeding is not stayed within 30 days; failure by the Company to make a capital contribution to the Conda Partnership which is not cured by the 30th day prior to the date action may taken with respect thereto by another partner in the Conda Partnership; final judgments against the Company aggregating not less than $5 million or the Conda Partnership aggregating not less than

$10 million outstanding for more than 30 days; acceleration or failure to pay at maturity of any indebtedness for money borrowed of the Company or any domestic subsidiary aggregating not less than $10 million; the continuation for twelve consecutive months of a right by any holder or holders of Senior Debt in excess of $10,000,000 to accelerate the maturity thereof because of non-payment of all or any part thereof; certain events of bankruptcy or insolvency; and the making by Company officers of false statements in reports or certificates delivered to the Trustee. However, the occurrence of any of the events listed in the preceding sentence shall become Events of Default under the Indenture only after the Trustee receives notice thereof or otherwise has actual knowledge thereof, except for default in the payment of principal or interest on the Securities, certain events of bankruptcy or insolvency and non-performance of other Indenture agreements or covenants for specified periods after receipt of notice thereof. If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the Securities may declare to be due and payable immediately an amount of principal thereof which is equal to the original issue price of the Securities plus that portion of the original issue discount attributable on a ratable basis to the period from the issue date to the date of acceleration, together with any accrued interest to the date of acceleration. The "issue price" of this Security is set forth on the face hereof. Bankruptcy defaults cause immediate acceleration without declaration.

Securityholders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, holders of a majority in principal amount of the Securities may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Security-holders notice of any continuing default (except a default in payment of principal or interest) if it determines that withholding notice is in their interests. The Company must furnish an annual compliance certificate to the Trustee.

16. Trustee Dealings with Company. Marine Midland Bank, N.A., the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not Trustee.

17. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Company shall not have any liability for any obligations of the Company under the Securities or the Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Securityholder by accepting a Security waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Securities.

18. Use of Securities to Exercise Warrants. Upon the exercise of Warrants delivered pursuant to a Warrant Agreement dated as of July 1, 1983 ("Warrant Agreement") between the Company and Marine Midland Bank, N.A., as Warrant Agent, this Security may be tendered to the Warrant Agent thereunder and applied (at the principal amount of this Security) toward the exercise price of such Warrants, on the terms and subject to the conditions set forth in the Warrant Agreement, to which reference is hereby made for a description of the rights, obligations and duties of the Warrant Agent, the Company and the holders of such Warrants.

19. Authentication. This Security shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

20. Abbreviations. Customary abbreviations may be used in the name of a Securityholder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

The Company will furnish to any Securityholder upon written request and without charge a copy of the Indenture, which has in it the text of this Security in larger type. Requests may be made to: Secretary, Beker Industries Corp., 124 West Putnam Avenue, P.O. Box 5700, Greenwich, Connecticut 06836.

ASSIGNMENT FORM

To assign this Security, fill in the form below:

I or we assign and transfer this Security to

_____

_____
(Insert assignee's soc. sec. or tax I.D. no.)

_____

_____

_____

_____
(Print or type assignee's name, address and zip code)
and irrevocably appoint_____
_____agent
to transfer this Security on the books of the Company. The agent may substitute another to act for him.

_____

Date:_____Your Signature_____

_____

(Sign exactly as your name appears on the other side of this Security)

Annex A

Endorsement With Respect to Deposit
of Warrants to Purchase Common Stock

Under the terms of a warrant agreement dated as of July 1, 1983, between the Company and Marine Midland Bank, N.A., as Warrant Agent (the "Warrant Agreement"), the registered holder of this Security is entitled for each $1,000 principal amount of this Security, to the beneficial ownership of 36 Warrants, each Warrant to purchase one share of Common Stock, $.03 1/3 par value, of the Company, and a certificate or certificates for said Warrants have been deposited with and are held by the Warrant Agent. Such beneficial ownership is transferable only by the registration of the transfer of this Security in accordance with the terms of the Indenture referred to in this Security until the Separation Date, as defined in the Warrant Agreement. No holder of this Security who is not the registered holder thereof at the close of business on such date will be entitled to receive any Warrants by virtue of this endorsement.

The Separation Date is September 30, 1983 or such earlier date as Bear, Stearns & Co. may elect. As soon after the Separation Date as practicable, the Warrant Agent shall mail or cause to be mailed by insured first-class mail to the registered holder of this Security at the close of business on the Separation Date, or if this Security shall have been redeemed prior to the Separation Date, on the date of such redemption, at his address as shown on the Security register of the Company maintained in accordance with the Indenture, a certificate or certificates representing the Warrants to which such registered holder is entitled in respect of the principal amount of this Security.

By accepting a Security bearing this endorsement, each holder of this Security, present or future and his assigns shall be bound by all terms and provisions with respect to the deposit of the Warrants as set forth in the Warrant Agreement (a copy of which is available upon request to the Company or the Warrant Agent) as fully and effectively as if he had signed the same.

EXHIBIT B

AGREEMENT

AGREEMENT dated as of between Becker Industries Corp., a Delaware corporation (the "Company") and Marine Midland Bank, N.A., a national banking association (the "Trustee").

WHEREAS, the Company and the Trustee are each party to an Indenture dated as of July 1, 1983 (the "Indenture"); and

WHEREAS, capitalized terms used herein shall have the same meanings set forth in Indenture;

NOW, THEREFORE, the parties hereby agree as follows:

In consideration for the Company's exercise of its right to extend the time for making the [interest] [sinking fund] payment due on [insert commencement date] as set forth in paragraph 5 of the Securities, the Company agrees to pay to the Trustee for the benefit of the Securityholders interest upon the [interest] [sinking fund] payment due on [insert commencement date] but not then paid, at the rate of 15 7/8% per annum until paid. Such interest shall be payable over and above the amounts otherwise payable by the Company pursuant to the terms of the Indenture and the Securities.

This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

BEKER INDUSTRIES CORP.

By _____

_____

MARINE MIDLAND BANK, N.A.

By _____

_____

Schedule 1

Description of the Land, Easements and Rights of Way

Caribou County, Idaho:

Township 8 South, Range 42 East of the Boise Meridian:

Section 16: NE¼NW¼, NW¼NE¼,

ALSO, A tract of land in the E½ of Section 9; S½ of Section 10; SW¼SW¼ of Section 11; N½NW¼ of Section 15 and the NE¼NE¼ of Section 16, being more particularly described as follows, to-wit:

Beginning at a point 1323.72 feet South 89°22'54" West of the Northeast corner of Section 16, aforesaid, and running
thence South 89°21'00" West 912.36 feet;
thence North 0°32'24" West 1878.20 feet;
thence North 0°31'31" West 1608.5 feet, more or less;

thence South 89°59'57" East 2267.09 feet;
thence South along the common section line of Sections 9 and 10, aforesaid 1591.33 feet;
thence East 206.46 feet;
thence North 89°42'56" East 717.97 feet;
thence North 14°30'47" East 156.19 feet;
thence North 2°11'53" East 152.43 feet;
thence North 0°25'23" East 268.34 feet;
thence North 11°15'14" East 207.84 feet;
thence South 89°57'58" East 256.36 feet;
thence North 89°20'53" East 1367.82 feet;
thence South 88°39'06" East 2630.64 feet;
thence South 0°40'41" East 1296 feet, more or less;
thence South 87°39'18" East 1283.86 feet;
thence South 0°20'19" West 1299.17 feet;
thence North 87°29'52" West 1276.32 feet, said point being the common corner of Sections 10, 11, 14 and 15, aforesaid,
thence North 0°41'41" West 65.0 feet;
thence North 85°23'22" West 1463.95 feet;
thence South 175.0 feet;
thence North 89°41'57" West 1191.53 feet;
thence South 89°32'27" West 1103.09 feet;
thence South 0°36'59" East 750.44 feet;
thence South 70°37'00" West 234.46 feet;
thence South 71°09'18" West 64.85 feet;
thence Westerly along the North boundary of the Conda Road Right-of-Way 575.2 feet, more or less;
thence North 85 feet;
thence West 30 feet;
thence South 85 feet;
thence Westerly along the North boundary of the Conda Road Right-of-Way 208.2 feet, more or less;
thence North 74°26'12" West 118.80 feet;
thence North 71°34'28" West 209.58 feet;
thence North 74°26'12" West 167.48 feet;
thence South 0°15'02" East 592.35 feet;
thence South 89°19'35" West 1322.31 feet;
thence North 0°18'45" West 1308.94 feet,
to the point of beginning.

EXCEPT THEREFROM, A parcel of land located in the Northeast quarter of Section 16, Township 8 South, Range 42 East of the Boise Meridian, described as follows:

EXCEPT THEREFROM, A parcel of land located in the Northeast quarter of Section 16, Township 8 South, Range 42 East of the Boise Meridian, described as follows:

Beginning at a point on the Easterly right-of-way line of Anaconda Copper Mining Company Railroad, 50 feet right of engineer's station 313+99.3, said point beginning also being 1295.73 feet West and 1332.44 feet South, more or less, from the Northeast corner of said Section 16, township and range aforesaid, and running

thence Northeasterly along a 1095.92 foot radius curve to the right (the center of which bears South 56°10'58" East) 886.83 feet;
thence South 0°40'50" East 456.62 feet;
thence South 88°57' West 729.17 feet, more or less,
to the point of beginning.

EXCEPT THEREFROM Beginning at a point which is North 1644 feet from the Southeast corner of said Section 9, and running

thence 440.91 feet Southwesterly along a 3°00' curve right with a 200 foot spiral on the South end, to the P.T. of the curve;
thence South 26°57' West 1404.94 feet;
thence East 841 feet;
thence North 1644 feet, more or less,
to the point of beginning.

EXCEPT THEREFROM all that portion of the NE¼NE¼ of said Section 16, lying Westerly from a line 50 feet Easterly, measured at right angles from the following described line:

Beginning at a point which is West 979 feet from the Northeast corner of said Section 16, and running

thence South 28°19'30" West 713 feet, to a point on a fence line, which point is South 629 feet and West 1320 feet, from the Northeast corner of Section 16.

EXCEPT THEREFROM any portion thereof lying within the right of way of the Monsanto Haul Road and the right of way of the Oregon Short Line Railroad as presently located.

Bear Lake County, Idaho:

Township 10 South, Range 43 East of the Boise Meridian:

Section 36: S½SE¼.

Township 10 South, Range 44 East of the Boise Meridian:

Section 31: S½ Lot 2, Lots 3, 6, 7, W½ Lot 10, W½NW¼SE¼, W½SW¼NE¼, SW¼NW¼NE¼.

Township 11 South, Range 43 East of the Boise Meridian:

Section 1: Lots 1 and 2.

ALSO, Beginning at the Northeast corner of the SW¼SE¼ of said Section 1, and running
thence South 270.6 feet to what is called "Mill Ditch";
thence in a Southwesterly direction, meandering along center of said ditch 539.22 feet, more or less, to a point which is 462 feet West and 412.5 feet South from the point of beginning;
thence North 412.5 feet;
thence East 462 feet, to the point of beginning.
ALSO, Beginning 1320 feet North from the East quarter corner of said Section 1, and running
thence West 1815 feet;
thence South 2640 feet;
thence East 495 feet;
thence North 16° East 1699.5 feet;
thence North 61° East 941.82 feet, more or less, to township line;
thence North 528 feet, more or less,
to the point of beginning.
ALSO, Beginning at the Northeast corner of the SW¼SE¼ of said Section 1, and running
thence North 16° East 1699.5 feet;
thence North 61° East 941.82 feet;
thence South 1435.5 feet;
thence East 280.5 feet;
thence South 858 feet;
thence South 64°30' West 1204.5 feet;
thence North 27° West 808.5 feet;
thence West 132 feet, to the point of beginning.

Township 11 South, Range 43 East of the Boise Meridian:

Section 14: Beginning at a point in the middle of the Georgetown-Nounan North Road 109 feet North and 4700 feet South 70°58' West from the Northeast corner of the NW¼ of Section 13, township and range aforesaid, and running
thence North 10°30' West 303 feet;
thence North 5°35' East 499 feet;
thence South 69° West 230 feet;
thence South 5°35' West 515 feet;
thence South 87°22' West 458 feet, to the boundary line of the Oregon Short Line Railroad;

thence South 35° East 419 feet, to the middle of the above mentioned road;
thence North 70°58' East 509 feet;
to the point of beginning.

Township 11 South, Range 44 East of the Boise Meridian:

Section 5: Beginning at a point in the Westerly section line of said Section 5, township and range aforesaid, from which point the Northwesterly section corner of said Section 5 bears North 0°06' West a distance of 2932.55 feet, and running
thence South 61°42' East 164.86 feet;
thence South 41°53' East 722.02 feet;
thence South 64°07' East 185.66 feet;
thence South 22°58' East 224.82 feet;
thence South 64°38' West a distance of 973.51 feet to a point in the Westerly section line of said Section 5;
thence North 0°06' West along the Westerly section line of said Section 5 a distance of 1320.82 feet,
to the point of beginning.

Section 6: Beginning at a point said point being in the Easterly section line of said Section 6, township and range aforesaid, from which point the Northeast section corner of said Section 6, bears North 0°06' West a distance of 2932.55 feet, and running
thence South 0°06' East along the Easterly section line of said Section 6, a distance of 1320.82 feet;
thence South 64°38' West 317.81 feet;
thence North 58°33' West 745.53 feet;
thence South 62°57'15" West 157.63 feet;
thence North 70°31'30" West 197.72 feet;
thence North 19°46' East 866.03 feet;
thence North 25°16' West 324.46 feet;
thence North 17°04' West 322.41 feet;
thence North 9°04'30" West 170.17 feet;
thence North 30°37'30" East 205.96 feet;
thence North 23°44'30" East 135.96 feet;
thence South 71°07'30" East 248.02 feet;
thence South 21°26'30" East 169.05 feet;
thence South 39°48' East 156.45 feet;
thence South 51°55' East 513.12 feet;
thence South 61°42' East 290.99 feet,
to the point of beginning.
ALSO, Lots 3, 4 and 5, SE¼NW¼, NE¼SW¼.

ALSO, Beginning at a point 198 feet West from the Northeast corner of the SE¼SW¼ of said Section 6, and running
thence West 2046 feet;
thence South 53°25' West 910.14 feet;
thence South 26° East 501.6 feet;
thence North 53°25' East 910.14 feet;
thence South 26° East 666.6 feet;
thence North 68°20' East 1383.36 feet;
thence North 28°35' East 435.6 feet,
to the point of beginning; EXCEPT THEREFROM the following described portion thereof, to-wit:

1. Beginning at a point 2244 feet West from the Northeast corner of the SE¼SW¼ of Section 6, township and range aforesaid, and running
thence South 53°25' West 910.14 feet;
thence South 26° East 501.6 feet;
thence North 53°25' East 910.14 feet;
thence North 26° West 501.6 feet,
to the point of beginning.

ALSO, Beginning at the Northwest corner of Lot 6, and running
thence South 660 feet;
thence East 280.5 feet;
thence South 660 feet;
thence East 1287 feet, more or less, to the Southeast corner of Lot 6;
thence North 1320 feet;
thence West 1567.5 feet, more or less, to the point of beginning.

ALSO, Beginning at a point 198 feet East from the Northwest corner of the SW¼SW¼ of Section 6, and running
thence South 26° East 456.72 feet;
thence South 64° West 88.44 feet to head of ditch;
thence Northwest, meandering along said ditch 241.56 feet;
thence North 320.1 feet;
thence East 99 feet, more or less,
to the point of beginning.

Section 6 and 7: Beginning at the Northeast corner of the SE¼SW¼ of Section 6, township and range aforesaid, and running
thence West along Government line 198 feet;
thence South 43°25' West 708.18 feet;
thence South 68°20' West 1383.36 feet;
thence South 26° East 747.78 feet;
thence North 62°30' East 1085.7 feet;
thence North 26° West 44.88 feet;

thence North 64° East 1115.4 feet;
thence North 25° West 760.32 feet, more or less,
to the point of beginning.

Section 8: Beginning at a point 4999 feet North and 584 feet East from the Southwest corner of Section 8, township and range aforesaid, which point is near the middle of a lane and 6 feet South from a creek, and running
thence North 28°50' West 264 feet;
thence South 59° West 23 feet;
thence South 3°45' East 522 feet;
thence South 27° West 354 feet;
thence North 64° East along North side of road 150 feet;
thence North 27° East 248 feet;
thence North 5° East 332 feet, to the point of beginning,
being a portion of Lot 6, Block 18, Georgetown, Idaho.

Tract II.

1. Easement for a road granted by Monsanto Company, a Delaware corporation, to El Paso Products Company, a corporation; by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62411, in the microfilm records of Caribou County, Idaho. Said easement affects the following described tract located in Section 16, T 8 S, R 42 EBM., to-wit:

Commencing at the point of intersection of the east line of the W½NE¼ of said Section 16, and the North right of way line of the public road known as the Conda Road, thence in a Westerly direction along the North right of way line of the Conda Road to the point of intersection with the West right of way line of Monsanto's private Haul Road and the place of BEGINNING, and running
thence in a Northerly direction along the West right of way line of the Monsanto's private Haul Road 90 feet;
thence in an Easterly direction and parallel with the North right of way line of the Conda Road for a distance of 30 feet;
thence in a Southerly direction and parallel with the West right of way line of the Monsanto's private Haul Road 90 feet to the North right of way line of the Conda Road;

2. Right of way for road granted by Monsanto Company, a corporation, to El Paso Products Company, a corporation by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62412, in the microfilm records of Caribou County, Idaho. Said easement affects a tract in the NE¼NE¼ of said Section 16, T 8 S, R 42 EBM, more particularly described as follows:

A strip of land 25 feet in width lying 12½ feet on each side of a centerline described as follows:

Beginning at a point on the North line of said Section 16, 966.5 feet West of the Northeast corner of said Section 16, and running
thence South 28°22' West, parallel to and 12.5 feet Westerly from the Westerly right of way fence of Monsanto's Haul Road 757 feet, more or less, to a point on the East 1/16th line of said Section, said point being 663.5 feet South of the North line of said Section 16.

3. Easement and right of way to install, service, maintain and use underground pipelines and power cables granted by Monsanto Company to El Paso Products Company by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62413, in the microfilm records of Caribou County, Idaho. Said easement affects the W½ of Section 10 and a part of the E½ of Section 9, T 8 S, R 42 EBM., more particularly described as follows:

An easement 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at the Northwest corner of Section 10, T 8 S., R 42 E of the Boise Meridian, and running
thence South along the West line of said Section a distance of 3255 feet;
thence North 86°25' East a distance of 62.4 feet, more or less, to a point on the East line of the Monsanto Haul Road in the W½ of said Section 10, to the true point of beginning of the right of way hereby granted;
thence South 86°25' West 62.4 feet, more or less to a point on the West line of said Section 10 and the East line of said Section 9;
thence continuing South 86°25' West a distance of 42.4 feet, more or less, to a point on the West line of the Monsanto Haul Road in said Section 9, a total distance of 104.8 feet, more or less.

4. Easement and right of way for location of water well granted by Wilfred Hayes and Althea E. Hayes, to Central Farmers Fertilizer Company and assigned to El Paso Natural Gas Products Company pursuant to Deed and Assignment dated July 24, 1964, recorded July 31, 1964, in Book 50 of Deeds, at page 113, under recorder's instrument No. 85330, records of Bear Lake County, Idaho. Said easement affects the following described tract of land, to-wit:
Easement No. 1.

Beginning at a point 2218 feet North and 3428 feet South, 60°50' West from the Northeast corner of Section 8, T 11 S., R 44 E., B.M.; and running
thence South 26°30' East a distance of 75 feet;
thence South 64°00' West a distance of 110 feet, to the True Point of Beginning;

thence North 26° West a distance of 50 feet;
thence South 64° West a distance of 50 feet;
thence South 26° East a distance of 50 feet;
thence North 64° East along present fence a distance of 50 feet,
to the point of beginning.

A right of way for a road, 10 feet in width, across the following described property:

5 feet on each side of the center line of present road on West side of Wilfred Hayes property from Stringtown road to water well, in the NW¼ of Section 8, T. 11 S., R 44 E., B.M.; also the SW¼ of Section 5, T 10 S., R 44 E., B.M.

5. Easement and right of way for pipeline granted by Matthew Williams to Central Farmers Fertilizer Company by Easement dated March 20, 1962, and assigned to El Paso Natural Gas Products Company by Deed and Assignement dated July 24, 1964, recorded July 31, 1964, in Book 50 Deed, at page 113, under recorder's instrument No. 85330, records of Bear Lake County, Idaho. Said easement affects the following described tract of land, to-wit:
Easement No. 2.

Beginning at a point 2218 feet North and 3428 feet South 60°50' West from the Northeast corner of Section 8 T, 11 S., R 44 E., B. M.,; and running
thence South 26°30' East a distance of 75 feet;
thence South 64° West a distance of 127 feet, to the True Point of Beginning;
thence South 26° East a distance of 60 feet;
thence South 64° West a distance of 10 feet;
thence North 26° West a distance of 60 feet;
thence North 64° East a distance of 10 feet,
to the True Point of Beginning.

Schedule 2

Leases

NONE

Schedule 3

Equipment

AREA - 02 SOUTH BALL MILL B

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0302001	#1 FEED BIN			120 TON
D-0302002	#2 FEED BIN			120 TON
D-0302005	GROUND ROCK BIN			1300 TON
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1002001	#2 BALL MILL BLOWER	ROOTS	LAH	14X30
D-1002002	#4 BALL MILL BLOWER	ROOTS		9X18
D-1002003	#1 AIR PUMP BAGHOUSE	SCHWITZER		14X30
D-1002004	#3 BALL MILL BLOWER	ROOTS	LAH	14X30
D-1002005	PLANT AIR COMPRESSOR	GARDNER DENVER	ESOBE	620 CFM
14	CONVEYORS AND DRIVES			
D-1402001	#11 FEED SCREW			60 TON
D-1402002	#3 PNEU CONV AND AUX			
D-1402004	#4 PNEU CONV AND AUX			
D-1402005	#10 MILL FEED CONV 24 HBT		14-24250	24 X850'
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1502001	#1 PRODUCT COLLECTOR			
D-1502002	#2 PRODUCT COLLECTOR			
D-1502003	#3 PRODUCT COLLECTOR			
D-1502004	#4 PRODUCT COLLECTOR			
D-1502005	#5 PRODUCT COLLECTOR			
D-1502006	#6 PRODUCT COLLECTOR			
19	ELECTRICAL			
D-1902001	PM ELECTRICAL EQUIP			
D-1902002	#1 SUBSTATION			
D-1902003	#2 SUBSTATION			
D-1902004	#3 SUBSTATION			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2102001	#1 BALL MILL FAN			
D-2102002	#1 DUST FIL EX FAN			
D-2102003	#2 BALL MILL FAN	CLARAGE S/N 755CP-1	245-XL	
D-2102004	#2 DUST FIL EX FAN			
D-2102005	#3 DUST FIL EX FAN			
22	FEEDERS AND DRIVES			
D-2202001	#50 BIN DISCH FEEDER			
D-2202002	#51 BIN DISCH FEEDER			
D-2202003	#94 DISCH SCREW			
D-2202004	PRES FEEDER #1 MILL	DUCON		18
D-2202009	PROD PRES FEEDER SO.	DUCON		18
D-2202010	PROD PRES FEEDER NO.	DUCON		18
D-2202011	DUST COLL PRES FEED	DUCON		6
D-2202012	PRES FEEDER OVERSIZE	DUCON		18
D-2202014	OVSZE ROCK SCREW FDR			
D-2202015	#89 BIN DISCH FEEDER			
D-2202016	#90 BIN DISCH FEEDER			
D-2202017	#91 BIN DISCH FEEDER			
D-2202018	#92 BIN DISCH FEEDER			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2402001	#1 DUST FILTER			
D-2402002	#2 DUST FILTER			
D-2402003	#3 DUST FILTER			
D-2402004	#1 PUFF BAG FILTER			
D-2402007	DUST FILTER 1300 TON			
D-2402008	DUST FILTER 4000 TON			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3002001	#1 15 TON BALL MILL	HARDINGE		15 TON
D-3002002	#2 60 TON BALL MILL	HARDINGE		60 TON
34	INSTRUMENTS AND CONTROLS			
D-3402001	PM INSTRUMENTS			

AREA - 03 SULFURIC ACID PLANT WEST

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-6003008	SULFUR PIT ACID BRIC			
68	SAMPLERS			
D-6803001	CONT. SO2 MONITOR			

AREA - 33 SULFURIC ACID PLANT EAST

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1033001	MAIN AIR BLOWER	ROOTS	0I8	
D-1033002	FRENCH BLOWER	NEUIR		
D-1033003	TAIL GAS BLOWER	ROBINSON	116-K	
D-1033004	RECY TAIL GAS BLOWER	ROBINSON	117-K	
D-1033006	DECARB AIR BLOWER	RICHARDSON	CLMP-10	
16	DUCTS AND STACKS			
D-1633001	DUCT WORK AND STACKS			
19	ELECTRICAL			
D-1933001	P. M. ELECTRICAL			
D-1933002	#15 SUB STATION			
D-1933003	#20 SUB STATION			
25	FIRE FIGHTING AND SAFETY EQUIPMENT			
D-2533001	SAFETY EQUIPMENT			
D-2533002	PORT OXY UNIT			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2633001	SULFUR BURNER			
D-2633002	TAIL GAS HEATER			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3133001	H2SO4 COOLING BASIN			
D-3133002	#1 COLD INTERPASS			
D-3133003	#2 COLD PASS HEAT EX			
D-3133004	HOT PASS EXCHANGER			
D-3133005	EXCESS STEAM COND			
D-3133006	CAUSTIC COOLER			
34	INSTRUMENTS AND CONTROLS			
D-3433001	P. M. INST			
38	PIPE, VALVES, AND FITTINGS			
D-3833001	SUL LOADING STM PIPE			
D-3833002	INST AIR PIPING			
D-3833020	RV-#1 WHB NORTH			
D-3833021	RV-#1 WHB CENTER			
D-3833022	RV-#1 WHB SOUTH			
D-3833023	RV-#2 WHB NORTH			
D-3833024	RV-#2 WHB CENTER			
D-3833025	RV-#2 WHB SOUTH			
D-3833026	RV-260# STEAM HEADER			
D-3833027	RV 125# STEAM HEADER			
D-3833028	RV DIS TERRY TURBINE			
D-3833029	RV DIS BIOLER FEED			
D-3833030	RV DIS SULFUR FEED			
40	TURBINES			
D-4033001	TURB FOR MAIN BLOWER	TERRY	GF-6	
D-4033002	TURB FOR BFW PUMP	TERRY	TYPE-E	
41	PUMPS AND DRIVES			
D-4133001	SULFUR FEED PUMP E.	LEWIS	VS	2
D-4133002	SULFUR FEED PUMP W.	LEWIS	VS	2
D-4133003	DRYING TOWER PUMP	LEWIS		8
D-4133004	A ABS TWR ACID PUMP	LEWIS		8
D-4133005	B ABS TWR ACID PUMP	LEWIS		8
D-4133006	93% ACID PUMP	LEWIS		6
D-4133007	#1 COIL DRAIN PUMP	GOULDS	3196 MT	3X1X5
D-4133008	A COOLING WATER PUMP	GOULDS	HMO	12 X 18
D-4133009	B COOLING WATER PUMP	GOULDS	HMO	12 X 18
D-4133010	C COOLING WATER PUMP	GOULDS	HMO	12 X 18
D-4133011	D COOLING WATER PUMP	GOULDS	HMO	12 X 18
D-4133012	#2 COIL DRAIN PUMP	GOULDS	3196 MT	3X4X8

AREA - 33 SULFURIC ACID PLANT EAST

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4133013	WEST TAILGAS PUMP	LEWIS		7
D-4133014	A BOILER FEED PUMP	INGERSOLL RAND	3GT	
D-4133015	B BOILER FEED PUMP	INGERSOLL RAND	3GT	
D-4133016	C BOILER FEED PUMP	INGERSOLL RAND	3GT	
D-4133017	CONDENSATE PUMP	WORTHINGTON		3X2X8
D-4133018	CHEM WASTE SUMP PUMP	CALIGHER		3.5 X 120
D-4133019	EAST TAIL GAS PUMP	LEWIS		7
D-4133020	TRANS AIR WASHER PMP			
D-4133021	EAST B.F. METER PUMP	MILTON ROY	R-121-A	
D-4133022	WEST B.F. METER PUMP	MILTON ROY	R-121-A	
D-4133023	CENT B.F. METER PUMP	MILTON ROY	R-121-A	
D-4133024	DECARBONATOR PUMP -A	DURCO		4X3X9.5
D-4133025	DECARBONATOR PUMP -B	DURCO		4X3X9.5
D-4133026	A CAUSTIC METER PUMP	MILTOR ROY	MR1-59-142	2.5
D-4133027	B CAUSTIC METER PUMP	MILTON ROY	MR1-59-142	2.5
D-4133028	A H2SO4 METER PUMP	MILTON ROY	MR1-59-142	2.5
D-4133029	B H2SO4 METER PUMP	MILTON ROY	MR1-59-142	2.5
D-4133030	#1 CAUSTIC CIRC PUMP	GOULDS	3196-ST	
D-4133031	#2 CAUSTIC CIRC PUMP	WILFLEY		2X1.5
D-4133032	A DEMIN WATER PUMP	DURCO		4X3X11.5
D-4133033	B DEMIN WATER PUMP	DURCO		4X3X11.5

45 SCRUBBERS

D-4533001	AIR WASHER TRANSFORM

50 STRUCTURES AND BUILDINGS

D-5033001	STRUCTURAL SUPPORTS
D-5033002	CONTROL ROOM BUILD
D-5033003	PM EAST SULFURIC

51 TANKS

D-5133001	ACID PUMP TANK	
D-5133002	DILUTER ACID PUMP TK	
D-5133003	#2 ACID PUMP TANK	
D-5133004	BOILER CHEM TREAT SY	
D-5133005	SURGE ACID PUMP TANK	
D-5133006	DEMINERLIZER	
D-5133007	DEMINERLIZER TANK	
D-5133008	DECARBONATOR	
D-5133009	#1 CAUST STORAGE TK	
D-5133010	#2 CAUST STORAGE TK	
D-5133011	H2SO4 STORAGE TANK	500 GAL

54 VESSELS AND ALL VESSEL INTERNALS

D-5433001	DRYING TOWER
D-5433002	#1 CONVERTOR
D-5433003	#1 ABS TWR MIST ELEM
D-5433004	DEAERATING HEATER
D-5433005	STEAM COND RECIEVER
D-5433006	#2 CONVERTOR TAILGAS
D-5433007	#2 ABS TOWER
D-5433008	STM EXHAUST SILENCER
D-5433009	QUENCH H2O DIL SEP

55 WASTE HEAT BOILERS AND ECONOMIZERS

D-5533001	#1 BOILER
D-5533002	#2 BOILER
D-5533003	ECONOMIZER

68 SAMPLERS

D-6833001	SO2 MONITOR

26 FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES

D-2699001	NATURAL GAS LINE.

AREA - 06 PHOSPHORIC ACID PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
01	**AGITATORS, MIXERS, MECHANICAL BLENDERS AND DRIVES**			
D-0106001	#5 SEC DIG ADJ	LIGHTNIN	7M22TB75.3	
D-0106002	#6 SEC DIG ADJ	LIGHTNIN	7M22TB75.3	
D-0106003	#7 SEC DIG ADJ	LIGHTNIN	7M22TB75.3	
D-0106004	#8 SEC DIG HYD ADJ			
D-0106005	#9 TERT DIG ADJ	LIGHTNIN	5B22TELB-	60.3
D-0106006	#10 TERT DIG ADJ	LIGHTNIN	5B22-TELB-	60.3
D-0106007	#11 TERT DIG ADJ	LIGHTNIN	5B22-TELB-	60.3
D-0106008	#12 TERT DIG ADJ	LIGHTNIN	5B22-TELB-	60.3
D-0106011	#1 FILT ADJ 24C	LIGHTNIN	NLDG-300	
D-0106012	#2 FILT ADJ 24C	LIGHTNIN	NLDG-300	
D-0106013	NALCO AIR AGITATOR			
D-0106014	30% PHOS ADJ TANK 12			
D-0106015	42% PHOS ADJ TANK 14			
D-0106016	SPA FILTER SUMP ADJ	LIGHTNIN	85-S-15	
D-0106017	DAP STORAGE TANK ADJ			
D-0106018	#3 FILT ADJ 24C	LIGHTNIN	NLDG-300	
D-0106019	#4 FILT ADJ 24C	LIGHTNIN	NLDG-300	
D-0106021	GYP SUMP ADJ	LIGHTNIN	424-TELB-	20.2
D-0106022	#5 FILT ADJ #18-B	LIGHTNIN	NLDG-300	
D-0106023	#6 FILT ADJ #18-B	LIGHTNIN	NLDG-300	
D-0106024	#7 FILT ADJ #18-B	LIGHTNIN	NLDG-300	
D-0106025	#8 FILT ADJ #18-B	LIGHTNIN	NLDG-300	
D-0106026	#1 PRI DIG HYD ADJ			
D-0106027	#2 PRI DIG ADJ	LIGHTNIN	89Q100	
D-0106028	#3 PRI DIG HYD ADJ			
D-0106029	#4 PRI DIG ADJ	LIGHTNIN	89Q100	
D-0106030	S TANK 26 ADJ	LIGHTNIN	310-VSE-60	
D-0106031	N TANK 26 ADJ	LIGHTNIN	310-VSE-60	
D-0106032	TANK #23 ADJ	LIGHTNIN	310-VSE-60	
D-0106033	NALCO BULK TANK ADJ			
D-0106034	FLUOCCULENT TANK ADJ			
D-0106035	FLUOCCULENT TANK ADJ			
D-0106037	LGS FLUUC TANK ADJ			
D-0106038	LGS MIX TANK ADJ			
03	**BINS AND SILOS**			
D-0306001	ROCK FEED BIN 15 TON			
D-0306002	MIXING CONE NOZZLE			
05	**CENTRIFUGES AND DRIVES**			
D-0506001	#1 CENTRIFUGE NORTH	SHARPLES	321-DH3	
D-0506002	#2 CENTRIFUGE SOUTH	SHARPLES	321-DH3	
D-0506003	ROTORY STRAINNER			
D-0506004	ROTARY STRAINER			
10	**COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES**			
D-1006001	PRIMARY VAC PUMP 24C	NASH	CL-4003	
D-1006002	CAKE DRY VAC PMP 24C	NASH	CL-2003	
D-1006003	ROOTS BLW TO HARDY	ROOTS		
D-1006004	PRIMARY VAC PUMP 18B	NASH	CL-1003	
D-1006006	CAKE DRY VAC PMP 18B	NASH	CL-1002	
D-1006007	ROCK TRANS COMPRESSR	FULLER	C-350	
D-1006008	ROOTS BLOWER			
D-1006009	SPA COMB AIR BLOWER			
D-1006010	CAR WASHER COMP			
D-1006011	N. VAC COMP GYP POND	QUINCY		
D-1006012	S. VAC COMP GYP POND	QUINCY		
D-1006013	CAKE DIS BLOWER #24C			
D-1006015	CAKE DIS BLOWER #18B			
14	**CONVEYORS AND DRIVES**			
D-1406001	#1 SPA FILTER BELT	C 220 UNIROYAL		30 X56'
D-1406002	#2 SPA FILTER BELT			
15	**CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS**			
D-1506001	SEPERATOR			
D-1506002	SEP PRESSURE FEEDER			
16	**DUCTS AND STACKS**			
D-1606001	PHOS SCRUBBER STACK			

AREA - 06 PHOSPHORIC ACID PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
17	DIKES, DAMS, PONDS, ETC.			
D-1706001	#1 COOLING POND			
D-1706002	#2 GYP POND SOUTH			
D-1706003	#3 GYP POND NORTH			
D-1706004	GYP SUMP			
D-1706005	SPA FILTER SUMP			
18	EJECTORS AND EDUCATORS			
D-1806001	VC #2 1ST STG EJECT			
D-1806002	VC #3 1ST STG EJECT			
D-1806003	VC #2 2ND STG EJECT			
D-1806004	VC#3 2ND STG EJECT			
D-1806005	A EVAP PRIM JET			
D-1806006	B EVAP PRIM JET			
D-1806007	C EVAP PRIM JET			
D-1806008	A EVAP SEC JET			
D-1806009	B EVAP SEC JET			
D-1806010	C EVAP SEC JET			
D-1806011	SPA PRI JET			
D-1806012	SPA SEC JET			
D-1806013	#1 VC 1ST STG EJECT			
D-1806014	#1 VC 2ND STG EJECT			
D-1806015	#4 EVAP PRI JET			
D-1806016	#5 EVAP PRI JET			
D-1806017	#4 EVAP SEC JET			
D-1806018	#5 EVAP SEC JET			
D-1806019	SPA #2 PRI JET			
D-1806020	SPA #2 SEC JET			
D-1806021	#6 EVAP PRIMARY JET			
D-1806022	#6 EVAP SEC JET			
19	ELECTRICAL			
D-1906001	PM ELECT EQUIP			
D-1906002	#5 SUB STATION			
D-1906003	#6 SUB STATION			
D-1906004	#17 SUBSTATION			
D-1906005	#21 SUB STATION			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2106001	SCRUBBER FAN	CLARAGE	XL-160	
D-2106002	#1 CENT FAN NORTH			
D-2106003	#2 CENT BUILDING FAN			
D-2106004	DIST BOX WALL FAN			
D-2106005	MIX CONE FUME FAN			
D-2106006	NORTHWEST ROOF FAN			
D-2106007	SOUTHWEST ROOF FAN			
D-2106008	NORTHEAST ROOF FAN			
D-2106009	SOUTHEAST ROOF FAN			
D-2106010	HARDY SCALE WALL FAN			
D-2106011	#2 FILTER LEVEL WALL			
D-2106012	HARDY SCALE WALL FAN			
D-2106013	E HYD CLEANROOM FAN			
D-2106014	W HYD CLEANROOM FAN			
22	FEEDERS AND DRIVES			
D-2206001	HARDY SCALE BYPASS			
D-2206002	NALCO 525 FEEDER			
D-2206004	HARDY SCALE			
D-2206005	#24 SCREW CONVEYOR			
D-2206008	ROCK PUMP			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2406001	#24-C PAN FILTER	BIRD		24C
D-2406002	30% P2O5 CLAR RAKE			
D-2406003	42% P2O5 CLAR RAKE			
D-2406004	#18-B PAN FILTER	BIRD		18B
D-2406005	#1 SPA FILTER	DURCO		48 X48
D-2406006	#2 SPA FILTER	SPERRY	AHCP	48 X48
25	FIRE FIGHTING AND SAFETY EQUIPMENT			
D-2506001	SAFTY EQUIP IN PHOS			

AREA - 06 PHOSPHORIC ACID PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-2506002	PORTABLE OXY UNIT			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2606001	THERMAL HEATER			
D-2606002	NORTH GAS HEATER			
D-2606003	SOUTH GAS HEATER			
D-2606004	EAST GAS HEATER			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3006001	SPA CAKE PULERIZER			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3106002	A EVAP WITH HEATER			
D-3106003	B EVAP WITH HEATER			
D-3106004	C EVAP WITH HEATER			
D-3106005	SPA COOLER			
D-3106006	SPA EVAP WITH HEATER			
D-3106007	COOLER #1 HYD AGIT			
D-3106008	COOLER #3 HYD AGIT			
D-3106009	72% PHOS TANK HEATER			
D-3106017	#4 EVAP WITH HEATER			
D-3106018	#5 EVAP WITH HEATER			
D-3106019	S DILUTION COOLER			
D-3106020	N DILUTION COOLER			
D-3106021	AIR COOLER #8 HYDR			
D-3106022	#6 EVAP WITH HEATER			
32	HEATING, VENTILATION, NAD AIR CONDITIONING			
D-3206001	CONTROL ROOM COOLER			
D-3206002	SOUTH SPACE HEATER			
D-3206003	NORTH SPACE HEATER			
D-3206004	EAST SPACE HEATER			
D-3206005	CENT BUILD HEATER			
D-3206006	LOADOUT BLDG HEATER			
D-3206007	CONTROL ROOM HEATER			
D-3206008	SPA GAS HEATER			
D-3206009	MOTOR CONTROL COOLER			
33	HOISTS			
D-3306001	TOP DECK ELECT HOIST			
D-3306002	24-C MANUAL HOIST			
D-3306003	SPA CAR WASH HOIST			
D-3306004	DIG 5 TON ELEC HOIST			
D-3306005	#1 FILTER ELEC HOIST			
D-3306006	3 TON ELECT HOIST			
34	INSTRUMENTS AND CONTROLS			
D-3406001	PM INSTRUMENTS			
35	LABORATORY			
D-3506001	LAB CENTRIFUGE			
36	LOADING AND UNLOADING RACKS			
D-3606001	PHOS ACID 52%			
D-3606002	SPA LOADING			
38	PIPE, VALVES, AND FITTINGS			
D-3806001	GYP DISCH PIPING			
D-3806002	POND WATER PIPING			
D-3806003	PLANT AIR PIPING			
D-3806005	RAW WATER PIPING			
D-3806006	STEAM TRACING			
D-3806007	STEAM PIPING			
D-3806008	CONDENSATE PIPING			
D-3806009	H2SO4 PIPING			
D-3806020	RV A EVAP			
D-3806021	RV B EVAP			
D-3806022	RV C EVAP			

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-3806023	RV-#4 EVAP			
D-3806024	RV-#5 EVAP			
D-3806025	RV #6 EVAP			
41	PUMPS AND DRIVES			
D-4106002	#3 VAC COOLER PUMP	HAZELTON	VNB	12
D-4106003	#2 VAC COOLER PUMP	HAZELTON	VNB	12
D-4106004	FILTER FEED PUMP 24C	HAZELTON	VNB	8
D-4106005	SPA FILTER FEED PUMP	DURCO	MK II GP 2	3X2X9
D-4106006	WATER BLASTER	AMERICAN		
D-4106007	N WASH WATER PUMP	DURCO	MK II GP 2	4X3X13
D-4106008	S WASH WATER PUMP	DURCO	MK II GP 2	4X3X13
D-4106009	#1 FILTRATE PUMP 24C	HAZELTON	VNB	6
D-4106010	#2 FILTRATE PUMP 24C	HAZELTON	VNB	5
D-4106011	#3 FILTRATE PUMP 24C	HAZELTON	VNB	5
D-4106012	#4 FILTRATE PUMP 24C	HAZELTON	VNB	5
D-4106013	WASH SUMP PUMP	HAZELTON	VNB	5
D-4106014	SCRUBBER SUMP PUMP	DURCO	MK II GP 2	6X4X13
D-4106015	SEAL WATER PUMP	WORTHINGTON	2CNR42	
D-4106016	FILTER SPRY BAR PUMP	GOULDS	3175 6X4	16 9/16
D-4106017	FILTER SPRY BAR PUMP	GOULDS	3175 6X4	16 9/16
D-4106018	FLASH TK COND RETURN	GOULDS	3196MT	3X2X13
D-4106019	#1 DIG TRANS PUMP	HAZELTON	VNB	5
D-4106020	A EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106021	B EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106022	C EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106023	A EVAP PROD PUMP	WILFLEY	AG	4X3X10.5
D-4106024	B EVAP PROD PUMP	WILFLEY	AG	4X3X10.5
D-4106025	C EVAP PROD PUMP	WILFLEY	AG	4X3X10.5
D-4106026	PORTABLE SUMP PUMP	WARREN RUPP		
D-4106027	#4 EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106028	#5 EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106029	#4 EVAP PROD PUMP	WILFLEY	AG	4X3X10.5
D-4106030	#5 EVAP PROD PUMP	WILFLEY	AG	4X3
D-4106031	#4 EVAP FEED PUMP	WILFLEY 7.5X9	AF	2.5X1.5
D-4106032	#5 EVAP FEED PUMP	WILFLEY	AF	2.5X1.5X6
D-4106033	TANK 26 SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106034	SPA EVAP CIRC PUMP	BINGHAM		20 X20
D-4106035	SPA TRANSFER PUMP	WILFLEY	AG	3X1.5X5.5
D-4106036	A EVAP COND PUMP	WORTHINGTON	D1011	3X1 1/2X6
D-4106037	B EVAP COND PUMP	WORTHINGTON	D1011	3X1 1/2X6
D-4106038	C EVAP COND PUMP	WORTHINGTON	D1011	3X1 1/2X6
D-4106039	#4 EVAP COND PUMP	WORTHINGTON	D1011	3X1 1/2X6
D-4106040	#5 EVAP COND PUMP	WORTHINGTON	D1011	3X1 1/2X6
D-4106041	#4&5 SEAL TANK PUMP	DURCO	MK II GP 3	8X6X15
D-4106042	GYP POND SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106043	DOWTHERM CIRC PUMP	BINGHAM		10X8X12
D-4106044	#23 TANK SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106045	TANK 26 PUMP NORTH	WILFLEY	AF	2.5X2X10.5
D-4106046	TANK 26 PUMP SOUTH	WILFLEY	AF	2.5X2X10.5
D-4106047	#1 POND H2O RETURN E	DURCO	MK II GP 3	8X6X13.5
D-4106048	#2 POND H2O RETURN C	DURCO	MK II GP 3	8X6X13.5
D-4106049	#3 POND H2O RETURN W	DURCO	MK II GP 3	8X6X13.5
D-4106050	A EVAP FEED PUMP	WILFLEY 7.1215	AF	2X1.5
D-4106051	THERMIMOL FILL PUMP	WORTHINGTON	6 GAYMS	
D-4106052	#1 VAC COOLER FEED	HAZELTON	VNB	14
D-4106053	B EVAP FEED PUMP	WILFLEY 7.125	AF	2X1.5
D-4106054	C EVAP FEED PUMP	WILFLEY 7.125	AF	2X1.5
D-4106055	TANK #18 PUMP NORTH	WILFLEY	AG	6X4X10
D-4106056	TANK 23 PUMP SOUTH	WILFLEY	AF	4X3X10
D-4106057	TANK 23 PUMP NORTH	WILFLEY	AF FRAME 3	4X3
D-4106058	TANK #18 PUMP	WILFLEY	AF	2 1/2X2
D-4106059	N.E. FLOOR SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106060	TANK 21 DRAIN PUMP	WILFLEY	AF	2 1/2X2
D-4106061	CENTRIFUGE FEED PUMP	GOULDS	3196MT	3X2
D-4106062	TREATED H2O TO H2SO4	DURCO	MK II GP 2	4X3X8.5
D-4106063	42% CLAIR DRAIN PUMP	WILFLEY	AF	3X2X13
D-4106064	E GYP POND BOOST PMP	WILFLEY	AF FR 5	10X8X15
D-4106065	W GYP POND BOOST PMP	WILFLEY	AF FR 5	10X8X15
D-4106066	SPA FILTER SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106067	42% CLAIR UNDERFLOW	WILFLEY	AG	3X1.5X5.5
D-4106068	SPA FILTER STOR TANK	TUTHILL	2-A	
D-4106069	30% CLAIR OVERFLOW	WILFLEY	AG	4X3X
D-4106070	LAMELLA UNDERFLOW	GOULDS	3196ST	3X1 1/2X8
D-4106071	SOUTH TANK 18 PUMP	WILFLEY	AF	2.5X2
D-4106072	DECANT H2O TO POND			

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4106073	NORTH GYP SUMP PUMP	HAZELTON	GN-VS	8
D-4106074	SOUTH GYP SUMP PUMP	HAZELTON	GN-VS	8
D-4106075	E FLOC MET PUMP 24C	MILTON ROY	FR121A	
D-4106076	W FLOC MET PUMP 24C	MILTON ROY	FR121A	
D-4106077	SUB NALCO BULK PUMP			
D-4106078	#6 EVAP CIRC PUMP	MORRIS	SEAF	20
D-4106079	E DILUT COOL H20 PMP	DURCO	MK II GP 3	8X6X14.5
D-4106080	W DILUT COOL H20 PMP	DURCO	MK II GP 3	8X6X14.5
D-4106081	#6 EVAP PROD PUMP	WILFLEY	AG	4 X3
D-4106082	FILTER FEED PUMP 18B	HAZELTON	VNB	6
D-4106083	#5 FILTRATE PUMP	HAZELTON	VNB	4
D-4106084	#6 FILTRATE PUMP	HAZELTON	VNB	4
D-4106085	#7 FILTRATE PUMP	HAZELTON	VNB	4
D-4106086	#8 FILTRATE PUMP	HAZELTON	VNB	4
D-4106087	FIL SCRUB PUMP 18B	WORTHINGTON	D1011	3X2X8
D-4106088	LAMELLA FLOC MET PMP	MILTON ROY	FR160A	
D-4106089	E COOL H20 BOOST PMP	WORTHINGTON	8CNG104	
D-4106090	C COOL H20 BOOST PMP	WORTHINGTON	8CNG104	
D-4106091	W COOL H20 BOOST PMP	WORTHINGTON	8 CNG 104	11 15/16
D-4106092	SPA CIRCULATION PUMP	WILFLEY	AG	6X4X10
D-4106093	SPA FEED PUMP	WILFLEY	AF	2 1/2X2X
D-4106094	N CENT UNDERFLOW PMP	HAZELTON	VNB	2 1/2
D-4106095	S CENT OVERFLOW PUMP	HAZELTON	VNB	2 1/2
D-4106096	#6 EVAP FEED PUMP	WILFLEY	AF	2 X1 1/2
D-4106097	FLOC MET PUMP 18B	MILTON ROY	FR121A	
D-4106098	THERM HEATER OIL PMP	WORTHINGTON	1 GAM	
D-4106099	SPA STOR LOAD PUMP	WILFLEY	AG	4X3X10.5
D-4106100	TK #26 SPARGER PUMP	WILFLEY	AF	10 X8
D-4106103	WATER BLASTER	CAT PANTHER		
D-4106104	CAR WASH SUMP PUMP	HAZELTON	VNB	2 1/2
D-4106105	CAR WASH BOOST PUMP	DURCO	MK II GP 2	3X2X13
D-4106106	NORTH 30% STOR PUMP	WILFLEY	AG	6X4X
D-4106107	SOUTH 30% STOR PUMP	WILFLEY	AG	6X4X
D-4106108	30% CLAIR UNDERFLOW	WILFLEY	AG	3X1.5X5.5
D-4106109	SOUTH TANK #27 PUMP	WILFLEY	AF	2.5X2X12
D-4106110	NORTH TANK #27 PUMP	WILFLEY.	AF	2.5X2X12
D-4106111	#1 COOL H20 SUP PUMP	WORTHINGTON	8CNG104	
D-4106112	#2 COOL H20 SUP PUMP	WORTHINGTON	8CNG104	
D-4106113	#3 COOL H20 SUP PUMP	WORTHINGTON	8CNG104	
D-4106114	#4 COOL H20 SUP PUMP	WORTHINGTON	8CNG104	
D-4106116	POND HOUSE SUMP PUMP	GALIGHER	SRA 1100X	2.5X48
D-4106118	#6 EVAP CONDENSATE	WORTHINGTON	D1011	3X1 1/2X6
D-4106119	STEAM CLEANER	DELCO	4100	

44 SCREEN CLASSIFIERS

D-4406077 NALCO SUB TANK PUMP

45 SCRUBBERS

D-4506003 PRIMARY FILTER SCRUB
D-4506004 CAKE DRY FIL SCRUB
D-4506005 FILTER SCRUBBER 18B
D-4506006 SEC FIL SCRUBBER 18B
D-4506007 CAKE DRY SCRUB 18B
D-4506008 SUB STATION SCRUB
D-4506009 PHOS ACID SCRUBBER

50 STRUCTURES AND BUILDINGS

D-5006001 GYP BOOST PUMP BUILD
D-5006002 HYDR. CLEAN ROOM
D-5006003 PHOS ACID BUILDING
D-5006004 GYP POND PUMPHOUSE
D-5006005 CAR WASH CONT BUILD
D-5006006 P. M. PHOS PLANT
D-5006007 CENTRIFUGE BUILDING
D-5006008 PHOS OILER STORAGE
D-5006009 SPA FILTER BUILD
D-5006010 FORMANS OFFICE BLDG

51 TANKS

D-5106001 SECONDARY DIGESTER
D-5106002 TERTIARY DIGESTER
D-5106003 N BAROMET SEAL TANK
D-5106004 NALCO BULK TANK

AREA - 06 PHOSPHORIC ACID PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5106005	#1 FILTRATE TANK 24C			
D-5106006	#2 FILTRATE TANK 24C			
D-5106007	#3 FILTRATE TANK 24C			
D-5106008	#4 FILTRATE TANK 24C			
D-5106009	ANTIFOAM TANK			
D-5106011	VACUUM PMP SEAL TANK			
D-5106012	#12 30% STOR TANK			
D-5106013	#1 POLYMER FEED TANK			
D-5106014	#2 POLYMER FEED TANK			
D-5106015	#3 POLYMER FEED TANK			
D-5106017	EVAP FLASH TANK			
D-5106018	#18 42% STOR TANK			
D-5106020	#20 30% CLAIR TANK			
D-5106021	#21 42% STOR TANK			
D-5106023	#23 52% STOR TANK			
D-5106024	#24 42% CLAIR TANK			
D-5106025	SUPER ACID COOL TANK			
D-5106026	#26 PHOS STOR TANK			
D-5106027	#27 H2SO4 STOR TANK			
D-5106028	C EVAP SEAL TANK			
D-5106029	24B SCRUB SEAL TANK			
D-5106031	DISTRIBUTION BOX			
D-5106033	PRIMARY DIGESTER			
D-5106034	#1 VAC COOLER SEAL			
D-5106035	#5 FILTRATE TANK 18B			
D-5106036	#6 FILTRATE TANK 18B			
D-5106037	#7 FILTRATE TANK 18B			
D-5106038	#8 FILTRATE TANK 18B			
D-5106039	RAW H2O TANK TO SULF			
D-5106040	#2 FILTER SEAL TANK			
D-5106043	#4&5 EVAP SEAL TANK			
D-5106046	#46 CENT PROD TANK			
D-5106047	#47 CENT PROD TANK			
D-5106049	#49 SPA STOR TANK			
D-5106050	THERMINOL FILL TANK			
D-5106051	#51 SPA STORAGE TANK			
D-5106052	HOT H2O SYSTEM TANK			

54 VESSELS AND ALL VESSEL INTERNALS

D-5406001	#2 VACUUM COOLER			
D-5406002	#3 VACUUM COOLER			
D-5406003	#2 V C ENTRAIN SEP			
D-5406004	#3 V C ENTRAIN SEP			
D-5406005	#2 V C MAIN CONDEN			
D-5406006	#3 V C MAIN CONDEN			
D-5406007	#2 V C INTER CONDEN			
D-5406008	#3 V C INNER CONDEN			
D-5406009	#1 V C MAIN CONDEN			
D-5406010	#1 V C INNER CONDEN			
D-5406011	1ST STAGE SCRUB TANK			
D-5406012	2ND STAGE SCRUB TANK			
D-5406013	#1 FILTRATE REC 24C			
D-5406014	#2 FILTRATE REC 24C			
D-5406015	#3 FILTRATE REC 24C			
D-5406016	#4 FILTRATE REC 24C			
D-5406017	CLOUDY FILTRATE REC			
D-5406018	PRIM MOIST SEPERATOR			
D-5406019	CAKE DRY MOIST SEP			
D-5406020	CAKE DRY RECEIVER			
D-5406021	PAN DRY RECEIVER			
D-5406022	FILTER VAC SILENCER			
D-5406023	CAKE DRY SILENCER			
D-5406024	A EVAP MAIN CONDEN			
D-5406025	B EVAP MAIN CONDEN			
D-5406026	C EVAP MAIN CONDEN			
D-5406027	A EVAP INTERCONDEN			
D-5406028	B EVAP INTERCONDEN			
D-5406029	C EVAP INTERCONDEN			
D-5406030	SPA EVAP MAIN CONDEN			
D-5406031	SPA INTERCONDENSER			
D-5406032	DOWTHERM EXPAN TANK			
D-5406033	#1 V C ENTRAIN SEP			
D-5406034	#1 VACUUM COOLER			
D-5406035	LAMELLA THICKNER			
D-5406036	#4 EVAP INTERCONDEN			
D-5406037	#5 EVAP INTERCONDEN			

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5406038	#5 FILTRATE REC 18B			
D-5406039	#6 FILTRATE REC 18B			
D-5406040	CAKE & CELL DRY REC			
D-5406041	ACID TRAP			
D-5406042	#7 FILTRATE REC 18B			
D-5406043	#8 FILTRATE REC 18B			
D-5406044	#4 EVAP MAIN CONDEN			
D-5406045	#5 EVAP MAIN CONDEN			
D-5406046	#6 EVAP MAIN CONDEN			
D-5406047	#6 EVAP INTERCONDEN			
55	WASTE HEAT BOILERS AND ECONOMIZERS			
D-5506001	THERMINOL ECONOMIZER			
58	TOOLS AND EQUIPMENT			
D-5806001	AUTO CAR WASHER			
D-5806002	ULTRASONIC DETECTOR			
D-5806003	NORTH DIG MONORAIL			
64	BRIDGES			
D-6406001	GYP POND BRIDGE			
D-6406002	COOLING POND BRIDGE			
68	SAMPLERS			
D-6806001	GYP TAIL AUTO SAMPLE			
D-6806002	INCOMING COOLING H2O			
D-6806003	OUTGOING H2O SAMPLER			

AREA - 04 DAP

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
01	AGITATORS, MIXERS, MECHANICAL BLENDERS AND DRIVES			
D-0104001	PETRO AG AGITATOR			
03	BINS AND SILOS			
D-0304001	PRODUCT FEED BIN			
D-0304002	RECLAIM FINES BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1004001	#1 NH3 UNLOAD COMP	CORKEN	690K3FBA	
D-1004002	#2 NH3 UNLOAD COMP	CORKEN	690K3FBA	
D-1004003	PLANT AIR COMPRESSOR	GARDNER-DENVER	WF05005	SER.535200
14	CONVEYORS AND DRIVES			
D-1404001	#70 PROD SCREEN SCRW			
D-1404011	#28A PROD TO STORAGE			24 X525'
D-1404012	#28B PROD TRANS CONV			30 X27'4
D-1404013	#28C PROD TRANS CONV			30 X168'
D-1404014	#21 PROD TRIPPER BLT			24 X900'
D-1404018	#37 SCREEN PROD BELT	C 150 GWC OR C220		30 X60'
D-1404020	FINES COLLECT SCREW			
D-1404021	FINES TRANS SCREW			
D-1404024	COOLER FEED BELT			24 X215'
D-1404039	DRYER DISCHARGE CONV			42 X87'10
D-1404040	TRANSFER CONVEYOR			24 X56'4
D-1404041	#1 DRAG FLIGHT CONV			
D-1404042	#2 DRAG FLIGHT CONV			
D-1404044	COOLER DISCH CONV			24 X127'
D-1404045	#23B N PROD STORAGE	C 220 OR GWC		30 X45'
D-1404046	#18B RECLAIM BELT			36 X59'
D-1404047	#18C RECLAIM BELT			30 X70'
D-1404048	#13 RECLAIM BELT			30 X680'
D-1404049	#23A TRANSFER BELT	C 220		30 X500'
D-1404050	#25A N TRANS BELT			24 X118'
D-1404051	#25B N TRIPPER BELT			24 X1160'
D-1404052	GRADE CONTROL SCREW			
D-1404053	FINES FEEDER BELT			30 X26'
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1504001	DUST CYCLONE			
D-1504003	COOLER CYCLONE			
D-1504006	DRYER CLYCLONE	AIRETRON		
16	DUCTS AND STACKS			
D-1604005	DAP SCRUBBER STACK			
19	ELECTRICAL			
D-1904001	PM ELECT EQUIPMENT			
D-1904002	#8 SUBSTATION			
D-1904003	#9 SUBSTATION			
D-1904004	#10 SUBSTATION			
20	ELEVATORS AND DRIVES			
D-2004002	FINES RECYCLE ELEV			
D-2004005	PRIMARY ELEVATOR	REX		
D-2004007	ELEVATOR TO GRAN	REX		
D-2004008	MAT RECLAIM ELEV			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2104001	DUST COLLECTING FAN			
D-2104003	COOLER FAN			
D-2104005	COMBUSTION AIR BLOW			
D-2104008	NH3 VENT FAN			
D-2104009	DRYER FIRING AIR FAN			
D-2104010	DRYER SCRUBBER FAN			
D-2104011	GRAN SCRUBBER FAN			
22	FEEDERS AND DRIVES			
D-2204003	PROD VIBRATING FEED			

AREA - 04 DAP

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
25	FIRE FIGHTING AND SAFETY EQUIPMENT			
D-2504001	DAP PLANT SAFTY EQ.			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2604001	DRYER COMBUTION CHAM			
D-2604002	GRANULATOR DRYER	RENNEBURG		11'O X70'
29	GRANULATION EQUIPMENT AND DRIVES SPECIALIZED			
D-2904001	GRANULATOR	RENNEBURG		11'O X25'
D-2904002	GRANULATOR COOLER	SACKETT		8'ODX60'
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3004001	#1 OVERSIZE CAGEMILL	STEDMEN	A-1	50
D-3004002	#2 OVERSIZE CAGEMILL	STEDMEN	A-1	50
D-3004003	CLOD BREAKER ON #18B			
D-3004004	CLOD BREAKER RECLAIM			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3104001	AMMONIA VAPORIZER			
D-3104002	AMMONIA SUPER HEATER			
D-3104003	AMMONIA PLANT SUPERH			
32	HEATING, VENTILATION, NAD AIR CONDITIONING			
D-3204001	2MIL BTU HEATER			2 MIL BTU
D-3204002	1.6 MIL HEATER			1.6 ML BTU
D-3204003	MCC AIR COND			
33	HOISTS			
D-3304001	PETRO AG. HOIST			
34	INSTRUMENTS AND CONTROLS			
D-3404001	P.M. INSTRUMENTS			
36	LOADING AND UNLOADING RACKS			
D-3604001	NH3 LOAD/UNLOAD SYS			
D-3604002	NH3 LOADING			
38	PIPE, VALVES, AND FITTINGS			
D-3804001	SULFURIC ACID PIPE			
D-3804002	AMMONIA PIPING			
D-3804003	STEAM PIPING			
D-3804004	AIR PIPING			
D-3804005	FRESH WATER PIPING			
D-3804006	POND WATER LINE			
D-3804020	RV-NH3 SPHERE			
D-3804021	RV-NH3 SPHERE			
D-3804022	RV-NH3 SPHERE			
D-3804023	RV-NH3 TO DAP PLANT			
D-3804024	RV-NH3 TO DAP			
D-3804025	RV-NH3 DISCH S FEED			
D-3804026	RV-NH3 DISCH N FEED			
D-3804027	RV-NH3 TO LOADOUT			
D-3804028	RV-NH3 S TO SPHERE			
D-3804029	RV-NH3 N TO SPHERE			
D-3804030	RV-NH3 TO SPHERE			
D-3804031	RV-NH3 TO UNLOADING			
D-3804032	RV-NH3 TO UNLOADING			
D-3804033	RV-ON TRUCK LOADOUT			
D-3804034	RV-NH3 VAPOR LOADING			
D-3804036	RV-UNLOADING NH3 VAP			
D-3804037	RV-ON NH3 VAPOR DRUM			
D-3804038	RV-FROM NH3 TO DAP			
D-3804039	RV-FROM NH3 TO SPHER			
D-3804040	RV-NAT GAS DRY BURN			
41	PUMPS AND DRIVES			
D-4104001	#1 NH3 FEED PUMP	CORKIN	1021	EEC-103

AREA - 04 DAP

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4104002	#2 NH3 FEED PUMP	CORKIN	1021	EEC-103
D-4104009	GRAN FLOOR SUMP PUMP	GALIGHER		2.5
D-4104012	N SCRUBBER ACID CIRC	WORTHINGTON	8 CNG 104	8
D-4104013	SCRUBBER ACID PUMP	WILFLEY	AG	4X3
D-4104014	FLORINE SCRUB BD PMP	WORTHINGTON	6 CNG 104	6
D-4104015	FLORINE SCRUB SUPPLY	WORTHINGTON	6 CNG 104	6
D-4104018	S SCRUBBER SCID CIRC	WORTHINGTON	8 CNG 104	8
D-4104019	FLORINE SCRUB BD PMP	WORTHINGTON	6 CNG 104	6
D-4104020	PRENEUT SLURRY NORTH	WILFLEY	AG	4X3
D-4104021	SLURRY TO GRAN SOUTH	WILFLEY	AG	4X3
D-4104022	#1 CONDENSATE PUMP	INGERSOLL RAND		
D-4104023	#2 CONDENSATE PUMP			
D-4104024	PETRO AG METERING	MILTON ROY	R-163A-144	
D-4104025	SOUTH REACTOR FEED	WILFLEY	AG	4X3
D-4104026	42% PHOS TO DAP WEST	WILFLEY	AG	6X4
D-4104027	42% PHOS TO DAP EAST	WILFLEY	AG	6X4
D-4104028	TRANSFER TO DAP	WILFLEY	AG	4X3

44 SCREEN CLASSIFIERS

D-4404001	#1 PRODUCT SCREEN	TYLER
D-4404002	#2 PRODUCT SCREEN	TYLER
D-4404003	#3 PRODUCT SCREEN	TYLER
D-4404004	#4 PRODUCT SCREEN	TYLER

45 SCRUBBERS

D-4504006	DRYER SCRUBBER
D-4504007	GRAN NH3 SCRUBBER
D-4504008	DAP COOLER SCRUBBER
D-4504009	DAP DUST SCRUBBER
D-4504010	GRAN FLOURINE SCRUB

50 STRUCTURES AND BUILDINGS

D-5004001	GRANULATOR BUILDING
D-5004002	NH3 COMP BUILDING
D-5004003	CAR UNLOADING BLDG
D-5004004	PM DAP PLANT EQUIP

51 TANKS

D-5104001	NH3 STORAGE SPHERE
D-5104003	PRENEUTRALIZER TANK
D-5104007	DAP SCRUB PUMP TANK
D-5104008	FLOR SCRUB PUMP TANK
D-5104009	COND FLASH PUMP TANK
D-5104010	PETRO-AG TANK

54 VESSELS AND ALL VESSEL INTERNALS

D-5404001	NH3 VAPOR DRUM

59 SCALES AND WEIGHING EQUIPMENT

D-5904001	PROD SCALES ON C DIS
D-5904002	#13 BELT SCALES

AREA - 10 AMMONIA PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1010001	K1A COMPRESSOR	COOPER		LM-8
D-1010002	K1B COMPRESSOR	COOPER		LM-4
D-1010003	K1C COMPRESSOR	COOPER		LM-4
D-1010004	K1D SUP AIR COMPRESS			
D-1010005	K-2A REFRIG COMP	WORTHINGTON		
D-1010006	K-2B REFRIG COMP	WORTHINGTON		
D-1010007	K-3 INST AIR COMP			
D-1010008	K4A NH3 STOR REF COM			
D-1010009	K-4B NH3 STOR COMP			
16	DUCTS AND STACKS			
D-1610001	VENT STACK HTSC			
D-1610002	FLUE GAS STACK			
D-1610003	COMP VENT STACK			
D-1610004	COMP VENT STACK			
D-1610005	COMP BLOWDOWN STACK			
D-1610006	REF BOILER GAS STACK			
19	ELECTRICAL			
D-1910001	EMERGENCY GENERATOR			
D-1910002	MAIN SUBSTATION #2			
D-1910003	MAIN SUBSTATION #3			
D-1910004	SUBSTATION #31			
D-1910005	SUBSTATION #32			
D-1910006	PM ELECT EQUIPMENT			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2110001	INDUCED DRAFT FAN			
D-2110002	FLUE GAS WHB ID FAN			
D-2110003	AUX BOILER ID FAN			
D-2110004	F-4A COOLING TWR FAN			
D-2110005	F-4B COOLING TWR FAN			
D-2110006	F-4C COOLING TWR FAN			
D-2110007	F-4D COOLING TWR FAN			
D-2110008	DECAR AIR BLOWER			
D-2110009	CONT ROOM NAVC FAN			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2410001	COMP AIR SUCT FILTER			
D-2410002	COMP AIR SUCT FILTER			
D-2410003	COOLING WATER FILTER			
D-2410004	SUP AIR SUCT FILTER			
D-2410005	LUBE OIL FILTER			
D-2410006	LUBE OIL FILTER			
D-2410007	LUBE OIL FILTER			
D-2410008	LUBE OIL STRAINER 17			
D-2410009	LUBE OIL STRAINER 18			
D-2410010	LUBE OIL STRAINER 19			
D-2410011	LUBE OIL STRAINER 20			
D-2410012	LUBE OIL STRAINER 21			
D-2410013	AIR INTAKE FILTER			
D-2410014	MEA FILTER			
25	FIRE FIGHTING AND SAFETY EQUIPMENT			
D-2510001	SAFETY EQUIP IN NH3			
D-2510002	PORTABLE OXY UNIT			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2610001	PRIM REFORM FURNACE			
D-2610002	SYN STARTUP HEATER			
D-2610003	SEC AIR PREHEATER			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3110001	E-1 PROC GAS PREHEAT			
D-3110002	E2 MIX GAS PREHEATER			
D-3110003	METHANATOR PREHEATER			
D-3110004	E4 LOW TEMP PRE HEAT			

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-3110005	E5 CONDENSATE COOLER			
D-3110006	E6A SUCTION COOLER			
D-3110007	E6B SUCTION COOLER			
D-3110008	E-7A MEA REBOILER			
D-3110009	E7B MEA REBOILER			
D-3110010	E-8A MEA EXCHANGER			
D-3110011	E-8B MEA EXCHANGER			
D-3110012	E-8C MEA EXCHANGER			
D-3110013	E-9 LEAN TO MEA CLR			
D-3110014	E-10 REGEN OVHD COOL			
D-3110015	E11 BFW-PROD COOLER			
D-3110016	E-12 EXCHANGER GAS			
D-3110017	E12A BFW PREHEATER			
D-3110018	E13 NH3 REFRIG COND			
D-3110019	E14 NH3 COOL CONDEN			
D-3110020	E-15 EXCHANGER			
D-3110021	E16 CONV EXCHANGER			
D-3110022	E18A PRIM SYN CONDEN			
D-3110023	E18B PRIM SYN CONDEN			
D-3110024	E19 MEA CLEANUP VAP			
D-3110025	E-20 MIXED GAS EXCH			
D-3110026	E21 JACKET H2O COOL			
D-3110027	E22 PROC COND COOLER			
D-3110028	E23A K-1A 1 STG AIR			
D-3110029	E23B K-1C 1 STG AIR			
D-3110030	E-24A 2ND STAGE AIR			
D-3110031	E24B K1C 2ND STG INC			
D-3110032	E-25A 1ST STAGE SYNG			
D-3110033	E25B K1B 1 STG SYN			
D-3110034	E26A K1A 2 STG SYN			
D-3110035	E-26B 2ND STAGE INTR		K1B	
D-3110036	E27A K1A 3RD SYN INC			
D-3110037	E27B K1B 3RD SYN INC			
D-3110038	E-28A 4TH STAGE SYNG			
D-3110039	E28B K1B 4TH SYN INC			
D-3110040	E29A K1A LUBE OIL CL			
D-3110041	E29B K1B LUBE OIL CL			
D-3110042	K-1C FRAME OIL COOL			
D-3110043	INST AIR AFTER COOL			
D-3110044	E31 LTSC STARTUP EXC			
D-3110045	E40 INST AIR COOLER			
D-3110046	E42 NH3 REFR OIL CL			
D-3110047	NH3 REFRIG OIL COOL			
D-3110048	E43 EMERG GEN OIL CL			
D-3110049	E45 NH3 CONDENSER			
D-3110050	CT-1 COOLING TOWER			
D-3110051	MS11 DECARB AIR HEAT			
D-3110052	D101 H2O CIRC COOLER			
D-3110053	E102 STRIP BOTT COOL			
D-3110054	E103 H2O NH3 EXCHANG			
D-3110055	E104 STRIP REBOILER			
D-3110056	E105 NH3 CONDENSER			
33	HOISTS			
D-3310001	COMP BUILDING CRANE			
34	INSTRUMENTS AND CONTROLS			
D-3410001	BOILER FEED WATER			
D-3410002	GAS ANILIZER			
D-3410003	P. M. INSTRUMENTS			
38	PIPE, VALVES, AND FITTINGS			
D-3810001	REFORM TRANS LINE			
D-3810002	LTSC HEATER LINE			
D-3810003	HIGH PRESSURE STEAM			
D-3810004	LOW PRESSURE STEAM			
D-3810005	COOLING WATER			
D-3810006	BOILER FEED WATER			
D-3810007	INSTRUMENT AIR			
D-3810008	WELL WATER			
D-3810009	CONDENSATE PIPEING			
D-3810010	SULFURIC ACID PIPING			
D-3810011	NATURAL GAS PIPING			
D-3810020	RV101 CARBON DRUM			

AREA - 10 AMMONIA PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-3810021	RV102 B2 BOILER EAST			
D-3810022	RV103 B2 BOILER WEST			
D-3810023	RV104 1-CO2 ABS			
D-3810024	RV105 #2 CO2 ABS			
D-3810025	RV106 BFW PRD COOLER			
D-3810026	RV109 K1A 1 STG SUCT			
D-3810027	RV110 K1B 1 STG SUCT			
D-3810028	RV113 NH3 COOL COND			
D-3810029	RV114 NH3 RECEIVER			
D-3810030	RV115 NH3 LETDOWN DR			
D-3810031	RV116 NH3 REF COND			
D-3810032	RV117 MEA VAPORIZER			
D-3810033	RV118 K2A-B DISCH			
D-3810034	RV201 FUEL GAS HEADR			
D-3810035	RV202 B3 BOILER WEST			
D-3810036	RV203 B3 BOILER EAST			
D-3810037	RV204 D.A.			
D-3810038	RV205 B1 BOILER WEST			
D-3810039	RV206 B1 BOILER EAST			
D-3810040	RV212 EMERG GEN			
D-3810041	RV213 RAW WATER			
D-3810042	RV214 P1C BFW PUMP			
D-3810043	RV217 50# LET DOWN			
D-3810044	RV301 K1A 3 STG AIR			
D-3810045	RV302 K1C 3 STG AIR			
D-3810046	RV303 K1A 1 STG DISC			
D-3810047	RV304 K1B 1 STG DISC			
D-3810048	RV305 K1A 1 STG DISC			
D-3810049	RV306 K1C 1 STG DISC			
D-3810050	RV307 K1A 2 STG DISC			
D-3810051	RV308 K1C 2 STG DISC			
D-3810052	RV309 K1A 2 STG DISC			
D-3810053	RV310 D1B 2 STG DISC			
D-3810054	RV311 K-1A 3RD STAGE			
D-3810055	RV312 K1B 3 STG GAS			
D-3810056	RV313 K1A 4 STG DISC			
D-3810057	RV314 K1B 4 STG DISC			
D-3810058	RV317A K2B DISCHARGE			
D-3810059	RV317 K2A DISC			
D-3810060	RV318 INST AIR CLR			
D-3810061	RV319 INST AIR AFTER			
D-3810062	RV320 INST AIR RECVR			
D-3810063	RV321 INST AIR DRYER			
D-3810064	RV322 INST AIR DRYER			
D-3810065	RV330 K1A RECY J-H2O			
D-3810066	RV331 K1A 4STG J-H2O			
D-3810067	RV332 K1A 3STG J-H2O			
D-3810068	RV333 K1C RECY P-H2O			
D-3810069	RV334 K1A 4STG P-H2O			
D-3810070	RV335 K1B 3STG P-H2O			
D-3810071	RV336 K2A NO J-H2O			
D-3810072	RV337 K2A SO J-H2O			
D-3810073	RV338 K2B NO J-H2O			
D-3810074	RV339 K2B SO J-H2O			
D-3810075	RV501A SPHERE NORTH			
D-3810076	RV501B SPHERE SOUTH			
D-3810077	RV503 NH3 RECEIVER			
D-3810078	RV504 NH3 RECEIVER			
D-3810079	RV507 PRODUCT LINE			
D-3810080	RV508 TRANSFER LINE			
D-3810081	RV509 D69 LCV			
D-3810082	RV510 D68 SUCT ACCU			
D-3810083	RV511 D68 SUCT ACCU			
D-3810084	RV512 D68 INLET			
D-3810085	RV513 NH3 CONDENSER			
D-3810086	RV514 NH3 PROD LINE			
D-3810087	RVAUX AIR COMPRESSOR			
D-3810088	RVD12 DRAIN LINE			
D-3810089	RVD10 VAPOR LINE			
D-3810090	RVNH3 SPHERE VAPOR			
40	TURBINES			
D-4010001	TURB FOR EMERG GEN			
D-4010002	TURB FOR P1C BFW PMP			
D-4010003	TURB FOR COOL BASIN	COPPUS		RLV-23L3
41	PUMPS AND DRIVES			
D-4110001	P1A BFW PUMP	PEERLELL		2TU10

AREA - 10 AMMONIA PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4110002	P-1B BFW PUMP	PEERLESS	2TU10	
D-4110003	P-1C BFW PUMP	PEERLESS	2TU10	
D-4110004	P3A COOL REFLUX PUMP	WORTHINGTON	D1011	4X3X6
D-4110005	P3B COOL REFLUX PUMP	WORTHINGTON	D1011	4X3X6
D-4110006	P4A QUENCH H2O PUMP	WORTHINGTON	D1011	4X3X6
D-4110007	P4B QUENCH H2O PUMP	WORTHINGTON	D1011	4X3X6
D-4110008	P5A MEA CIRC PUMP	WORTHINGTON	HN	4X3X6
D-4110009	P5B MEA CIRC PUMP	WORTHINGTON	HN	4X3X6
D-4110010	P6A MEA REFLUX PUMP	INGERSOLL RAND	H/HC	1X2X8
D-4110011	P6B MEA REFLUX PUMP	INGERSOLL RAND	H/HC	1X2X8
D-4110012	P7 MEA SUMP PUMP	GALIGHER	2.5SRB 300	31
D-4110013	P8A BOILER MET PUMP	BETZ	SERIES B	
D-4110014	P8B BOILER MET PUMP	BETZ	SERIES B	
D-4110015	P9A DEAERATOR FEED	INGERSOLL RAND	CHEMLINER	3X2X6
D-4110016	P9B DEAERATOR FEED	INGERSOLL RAND	CHEMLINER	3X2X6
D-4110017	LUBE OIL SUPPLY PUMP			
D-4110018	P11A PROCESS SEWER	HAZELTON	CBL	5
D-4110019	P11B PROCESS SEWER	HAZELTON	CBL	5
D-4110020	P12 CHROMATE PUMP	MILTON ROY		5.1 GPM
D-4110021	P13 TREATED WATER	DURCO		3X1 1/2X8
D-4110022	P14 BOILER CHEM INJ	BETZ	SERIES B	
D-4110023	P15A JACKET H2O PUMP	GOULDS		3X4X8.625
D-4110024	P15B JACKET H2O PUMP	GOULDS		3X4X8.625
D-4110025	P25C COMP JACKET H2O	WORTHINGTON	D1011	4X3X6
D-4110026	P15D JACKET H2O PUMP			
D-4110027	P15A H2SO4 CIRC PUMP	DEAN BROTHERS	DL-201	1X1.5X6
D-4110028	P15B H2SO4 CIRC PUMP	DEAN BROTHERS	DL-201	1X1.5X6
D-4110029	P17 #6 WELL H2O PUMP	WORTHINGTON	UNV TURB	
D-4110030	P18 DA HEAT INJECT	BETZ	SERIES B	
D-4110031	P19A ANION FEED PUMP	INGERSOLL RAND	VOC	4X3X8
D-4110032	P19B ANION FEED PUMP	INGERSOLL RAND	VOC	4X3X8
D-4110033	P20A COMP LUBE OIL	ROPER		
D-4110034	P20B COMP PRE LUBE			
D-4110035	P21A COMP LUBE OIL	ROPER	SERIES F	
D-4110036	P21B COMP PRE LUBE	ROPER	SERIES F	
D-4110037	P22A COMP LUBE OIL	ROPER	SERIES F	
D-4110038	P22B COMP LUBE OIL	ROPER	SERIES F	
D-4110039	P24A COOL H2O CIRC	WORTHINGTON	15HH	
D-4110040	P24B COOL H2O CIRC	WORTHINGTON	15HH	
D-4110041	P24C COOL H2O CIRC	WORTHINGTON	15HH	
D-4110042	P24D COOL WATER CIRC	WORTHINGTON	15HH	
D-4110043	P24E COOL WATER CIRC	WORTHINGTON	15HH	
D-4110044	P24F COOL WATER CIRC	WORTHINGTON	15HH	
D-4110045	P25 CAUSTIC MET PUMP	MILTON ROY	FRI-164-A	
D-4110046	P25B CAUST MET PUMP	MILTON ROY	FRI-164-A	
D-4110047	P26 CAUST CIRC PUMP	GOULDS	3196 ST	1X1.5X6
D-4110048	P27A NH3 STOR TRANS	PACIFIC	MO- 38-1595-5	
D-4110049	P27B NH3 TRANS PUMP	PACIFIC	MO- 38-1695-5	
D-4110050	MS1 MEA INHIBITOR	WORTHINGTON	D500	1.25X1X5
D-4110051	MA1 MEA INHIBITOR	WORTHINGTON	D500	1.25X1X5
D-4110052	CONTROL RM HVAC PUMP			
D-4110053	P101A ABS CIRC PUMP	DURCO	MK.II	1.5X1X8
D-4110054	P101B ABS CIRC PUMP	DURCO	MK.II	1.5X1X8
D-4110055	P102A STRIP BOT PUMP	DURCO	MK.II	1.5X1X8
D-4110056	P102B STRIP BOT PUMP	DURCO	MK.II	1.5X1X8
D-4110057	P103A STRIP REF PUMP	DURCO	MK.II	1.5X1X8
D-4110058	P103B STRIP REF PUMP	DURCO	MK.II	1.5X1X8
D-4110059	E-18 CHEM MET PUMP	PRECISION CHEM	9781-11	
D-4110060	COOL BASIN MET PUMP	MILTON ROY		

50 STRUCTURES AND BUILDINGS

D-5010001	OFFICE TRAILER
D-5010002	NH3 SHOP BUILDING
D-5010003	COMPRESSOR BUILDING
D-5010004	CONTROL ROOM BUILD
D-5010005	P. M. NH3 EQUIPMENT
D-5010006	CHLORINE BUILDING
D-5010007	NH3 RECOVERY BLDG

51 TANKS

D-5110001	MEA STORAGE TANK
D-5110002	DEMINERALIZER TANK
D-5110003	50% CAUS STOR TANK
D-5110004	93% SUL ACID TANK
D-5110005	PROCESS SEWER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5110006	JACKET WATER STORAGE			
D-5110007	MEA SUMP PUMP			
D-5110008	BOILER BD COOL TANK			
D-5110009	CHROMATE STOR TANK			
D-5110010	DESPERSANT STOR TANK			
D-5110011	#1 MEA INHIBITOR TK			
D-5110012	#2 MEA INHIBITOR TK			
D-5110013	SPENT OIL LUBE TANK			
D-5110014	FRESH OIL LUBE TANK			
D-5110015	COOL TOWER CHEM TANK			
D-5110016	NH3 STORAGE TANK			

54 VESSELS AND ALL VESSEL INTERNALS

D-5410001	ZINC OXIDE SULF DRUM			
D-5410002	ZINC OXIDE SULF DRUM			
D-5410003	CARBON DRUM			
D-5410004	D-2 REFLUX DRUM			
D-5410005	PRIM SHIFT CONVERTOR			
D-5410006	LOW TEMP SHIFT CONV			
D-5410007	METHANATOR			
D-5410008	SYN SUCTION DRUM			
D-5410009	PRIMARY SEPERATOR			
D-5410010	NH3 SEPERATOR SYNGAS			
D-5410011	SYNTHESIS CONVERTER			
D-5410012	AMMONIA LETDOWN DRUM			
D-5410013	BOILER BLOWDOWN DRUM			
D-5410014	AMMONIA RECEIVER			
D-5410015	SYN OIL SEPERATOR			
D-5410016	NH3 REFRIG OIL SEP			
D-5410017	INST AIR DRYER			
D-5410018	INST AIR RECEIVER			
D-5410019	DEAERATOR HEATER			
D-5410020	B1/B2 BLOWDOWN DRUM			
D-5410021	K1A 1 STG AIR SUCT			
D-5410022	K1C 1 STG AIR SUCT			
D-5410023	K1C 2 STG SIR SUCT			
D-5410024	K 1A 2 STG AIR DISCH			
D-5410025	K1A 3 STG AIR SUCT			
D-5410026	K1C 3 STG AIR SUCT			
D-5410027	3RD STG AIR DISCHARG			
D-5410028	K1C 3 STG AIR DISCH			
D-5410029	K1A RECYCLE SYN SUCT			
D-5410030	K1C RECYCLE SYN SUCT			
D-5410031	K1A RECYCLE SYN DISC			
D-5410032	K1C RECYCLE SYN DISC			
D-5410033	K2A REFRIG COMP SUCT			
D-5410034	K2B REFRIG COMP SUCT			
D-5410035	K2A REFRIG COMP DISC			
D-5410036	K2B REFRIG COMP DISC			
D-5410037	K1A 1ST SYN SUCTION			
D-5410038	K1B 1 STG SYN SICT			
D-5410039	K1B 2 STG SYN SUCT			
D-5410040	K1A 2 STG SYN DISCH			
D-5410041	K1B 2 STG SYN DISCH			
D-5410042	D36A K1A 3RD STG			
D-5410043	K1B 3 STG SYN SUCT			
D-5410044	K1A 3 STG SYN DISCH			
D-5410045	K1B 3 STG SYN DISCH			
D-5410046	K1A 4 STG SYN SUCT			
D-5410047	K1B 4 STG SYN SUCT			
D-5410048	K1A 4 STG SYN DISCH			
D-5410049	K1B 4 STG SYN DISCH			
D-5410050	STEAM SEPERATOR			
D-5410051	MEA VENT SEPARATER			
D-5410052	LTSC OUTLET SEP			
D-5410053	STEAM PURIFIER			
D-5410054	CATION VESSEL			
D-5410055	CATION VESSEL			
D-5410056	ANION VESSEL			
D-5410057	ANION VESSEL			
D-5410058	WEAK ACID CATION VES			
D-5410059	WEAK ACID CATION VES			
D-5410060	SEC SYN GAS NH3 SEP			
D-5410061	NHS SEC SYN GAS SEP			
D-5410062	BRINKS SEC AIR FILT			
D-5410063	NH3 REFRIG SUCT SEP			

AREA - 10 AMMONIA PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5410064	K2A REFER COMP SUCT			
D-5410065	K2B RIFRIG COMP SUCT			
D-5410066	K2A REFRIG COMP DISC			
D-5410067	K2B REFRIG COMP DISC			
D-5410068	INTER COOLER SEP			
D-5410069	K1B INTERCOOLER SEP			
D-5410070	K1B INTERCOOLER SEP			
D-5410071	K1B INTERCOOLER SEP			
D-5410072	K1C INTERCOOLER SEP			
D-5410073	K1C INTERCOOLER SEP			
D-5410074	SUCTION ACCUMULATOR			
D-5410075	AMMONIA RECIEVER			
D-5410076	K4A NH3 OIL SEP			
D-5410077	K4A NH3 OIL SEP			
D-5410078	K4B NH3 OIL SEP			
D-5410079	K4B NH3 OIL SEP			
D-5410080	NITROGEN STORAGE SYS			
D-5410081	CONTACT COOLER			
D-5410082	1ST MEA ABSORBER-CO2			
D-5410083	2ND MEA ABSORBOR-CO2			
D-5410084	MEA REGENERATOR			
D-5410085	SECONDARY REFORMER			
D-5410086	SATURATOR			
D-5410087	NH3 COOLING COILS			
D-5410088	DECARBUNATOR			
D-5410089	AQUA NH3 ABSORBER			
D-5410090	AQUA AMMONIA STRIP			
D-5410091	STRIPPER REFLUX DRUM			
D-5410092	NH3 ABSORBOR			
55	WASTE HEAT BOILERS AND ECONOMIZERS			
D-5510001	PRIMARY BOILER			
D-5510002	SECONDARY WHB			
D-5510003	AUXILARY BOILER			
D-5510004	FLUE GAS ECONOMIZER			
D-5510005	FLUE GAS ECOMOMIZER			

AREA - 05 SHIPPING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0305004	#1 DAP SHIPPING BIN			
D-0305006	#1 RECLAIM HOPPER S			
D-0305007	#2 RECLAIM HOPPER S			
D-0305011	#2 DAP SHIPPING BIN			
D-0305012	#3 RECLAIM HOPPER N			
D-0305013	#4 RECLAIM HOPPER N			
14	CONVEYORS AND DRIVES			
D-1405001	#15 TRANSFER BELT			24 X174'
D-1405006	#17 SHIPPING BELT		OIL RESIST	21 X170'
D-1405007	#19 SHIPPING BELT			24 X179'
D-1405009	#22 RECLAIM BELT			24 X295'
D-1405011	#20 SHIPPING BELT		OIL RESIST	21 X170'
D-1405012	#76 FINS COLLECT SCR			
D-1405013	#77 OVERSIZE TRANS			
D-1405015	#78 OVERSIZE TO MILL			
D-1405016	#80 FINES TRANSFER			
D-1405017	#81 DAP FINES TRANS			
D-1405019	#82 DAP OVERSIZE			
D-1405023	#22A RECLAIM BELT			24 X740'
D-1405026	#15A RECLAIM BELT			24 X955'
19	ELECTRICAL			
D-1905001	PM ELECTRICAL EQUIP			
20	ELEVATORS AND DRIVES			
D-2005001	#1 DAP RECLAIM ELEV			
D-2005002	#2 DAP RECLAIM ELEV			
D-2005003	TSP CLEAN UP ELEV			
D-2005005	CAR UNLOADING ELEV			
22	FEEDERS AND DRIVES			
D-2205003	#84 DAP DISTRIB SCRW			
D-2205005	#1 RECLAIM FEEDER S			
D-2205006	#2 RECLAIM FEEDER S			
D-2205007	#85 DAP SCREEN DISTD			
D-2205011	#3 RECLAIM FEEDER N			
D-2205012	#4 RECLAIM FEEDER N			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3005001	#1 DAP HAMMERMILL			
D-3005002	#2 DAP CAGEMILL			
34	INSTRUMENTS AND CONTROLS			
D-3405001	PM SHIPPING INST.			
38	PIPE, VALVES, AND FITTINGS			
D-3805001	AIR LINES			
41	PUMPS AND DRIVES			
D-4105001	OIL SPRAY PUMP			
44	SCREEN CLASSIFIERS			
D-4405001	#1 DAP VIB SCREEN			
D-4405002	#2 DAP VIB SCREEN			
D-4405003	#3 DAP VIB SCREEN			
D-4405004	#4 DAP VIB SCREEN			
D-4405005	#5 DAP VIB SCREEN			
D-4405006	#6 DAP VIB SCREEN			
50	STRUCTURES AND BUILDINGS			
D-5005001	SHIPPING CONTROL RM			
D-5005002	SHIPPING BUILDING			
D-5005003	P.M. SHIPPING			

AREA - 05 SHIPPING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
59	SCALES AND WEIGHING EQUIPMENT			
D-5905001	#17 BELT SCALES			
D-5905002	#20 BELT SCALES			

AREA - 09 OFFSITES AND GENERAL

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
10	**COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES**			
D-1009048	#1 INST AIR COMP	JOY	TA-340	#140924
D-1009055	MONOBLOC AIR COMP			
D-1009056	#2 INST AIR COMP	JOY	TA-340	
D-1009057	PLANT AIR COMP	INGERSOLL-RAND	SSR650LAAH	#25659U80B
D-1009058	EMERG AIR COMP	WORTHINGTON	5T2 TYPE-C	D10948H
D-1009059	INSTRUMENT AIR COMP	WORTHINGTON		20.7 CFM
D-1009060	INST AIR DRYER	KEMP	2166	
D-1009061	MAINT SHOP AIR COMP	JOY	TA010BAN4	#141619
D-1009062	MOBILE SHOP AIR COMP	JOY		
17	**DIKES, DAMS, PONDS, ETC.**			
D-1709001	PLANT RECLAIM DITCH			
D-1709002	SEWER LAGOONS			
19	**ELECTRICAL**			
D-1909001	AUX GEN AT W H2SO4			
D-1909002	#1 MAIN SUB STATION			
D-1909003	#11 SUB STATION			
D-1909004	#13 SUB STATION			
23	**FENCES**			
D-2309001	PLANT FENCES			
25	**FIRE FIGHTING AND SAFETY EQUIPMENT**			
D-2509001	FIRE HYDRANT			
D-2509002	PLANT SAFETY EQUIP			
26	**FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES**			
D-2609001	AEROVENT AIR HEATER			
27	**FURNITURE AND FIXTURES**			
D-2709001	OFFICE FURN & LIGHTS			
31	**HEAT EXCHANGERS, EVAPORATORS, AND COOLERS**			
D-3109002	WASTE DISPOSAL			
32	**HEATING, VENTILATION, NAD AIR CONDITIONING**			
D-3209001	OFFICE HEAT AND AIR			
D-3209002	CHEM HEAT AND AIR			
D-3209003	WAREHOUSE HEAT & AIR			
D-3209004	P & DP HEAT AND AIR			
D-3209007	MCSG HEAT AND AIR			
D-3209009	N E SHOP HEAT & AIR			
D-3209010	N E OFFICE HEAT&AIR			
D-3209011	SWAMP COOLERS			
33	**HOISTS**			
D-3309001	N E SHOP ELECT HOIST			
34	**INSTRUMENTS AND CONTROLS**			
D-3409001	NATURAL GAS METER			
35	**LABORATORY**			
D-3509001	MAIN LAB			
36	**LOADING AND UNLOADING RACKS**			
D-3609001	O2 & ACT RACKS			
40	**TURBINES**			
D-4009001	TURB FOR AUX GEN	ELLIOTT	2-BYR	
41	**PUMPS AND DRIVES**			
D-4109031	#1 WELL PUMP	WORTHINGTON	12H135 5	

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4109032	#4 WELL PUMP	WORTHINGTON	12L54	
D-4109033	#5 WELL PUMP	WORTHINGTON	12L54	
D-4109034	SEWER SYSTEM PUMP			
D-4109038	POTABLE WATER PUMP			
D-4109040	WELL BOOSTER PUMP			
D-4109042	SEWAGE SUMP PUMP			
D-4109043	SANDPIPER PUMP			
D-4109044	ALEMITE GREASE PUMP			
42	ROADS, CURBS, AND SIDEWALKS			
D-4209001	PLANT ROADS			
48	SPUR TRACKS			
D-4809001	RAILROAD TRACKS			
50	STRUCTURES AND BUILDINGS			
D-5009002	SHIFTERS OFFICES			
D-5009003	MAIN OFFICE BLDG			
D-5009004	CHEMICAL BUILDING			
D-5009005	MAIN SUB BUILDING			
D-5009007	MOBILE SHOP			
D-5009008	SUB STATION BLDG			
D-5009009	WAREHOUSE BUILDING			
D-5009010	P & DP TRAILERS			
D-5009011	COMPUTOR TRAILER			
D-5009012	ENVIR TRAILER			
D-5009013	MCSG TRAILER			
D-5009015	CON PART OFFICES			
D-5009016	CON PART MAIN SHOP			
D-5009017	#1 GUARD SHACK			
D-5009018	RAILROAD SCALE HOUSE			
D-5009020	PM GENERAL PLANT			
D-5009021	CONDA MONITOR HOUSE			
D-5009022	PHOS MAINT BUILDING			
D-5009023	LAB AT MINE			
D-5009024	AMBULANCE GARAGE			
D-5009025	AIR SAMPLE PLATFORM			
D-5009026	INST & ELECT SHOP			
D-5009027	#2 GUARD SHACK			
D-5009028	BUS STOP WAITING RM			
D-5009029	SULFUR MELT CANADA			
D-5009030	QUONSET HUT			
D-5009031	EXPLOSIVES SHED			
51	TANKS			
D-5109031	AEROBIC DIGESTER			
56	WELLS ALL COST			
D-5609001	#1 WELL			
D-5609002	#4 WELL			
D-5609003	#5 WELL			
D-5609004	#6 WELL			
57	YARD AND STREET LIGHTING			
D-5709001	YARDS AND GROUNDS			
58	TOOLS AND EQUIPMENT			
D-5809003	LAPPING MACHINE			
D-5809004	PLANT RADIOS			
D-5809005	PLAZMA-ARC WELD MACH			
D-5809006	IRD #306 MACHINE			
D-5809007	IRD #308 MACHINE			
D-5809008	SCAFFOLDING			
D-5809009	3.5 AIR IMPACT	INGERSOLL RAND		
D-5809010	GAS & DIESEL PUMPS			
D-5809011	IRD #350 MACHINE			
D-5809012	ELECTRIC PAINT GUN			
D-5809013	GRACO PAINT GUN			
D-5809014	CONVENT PAINT GUN			
D-5809015	GRAIN AUGER			

AREA - 09 OFFSITES AND GENERAL

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5809016	ELECT SKY CLIMBER			
D-5809017	JACK HAMMERS			
D-5809018	ELECT WELD ON TRAIL			
D-5809019	ELECT WELD ON TRAIL			
D-5809020	BALANCING MACHINE			
D-5809021	PM EIGHT FOOT RAKE			
D-5809022	AIR TUGGER			
D-5809201	IR-600 COMP-MOBIL			
D-5809202	SULAIR 150 COMP			
D-5809203	JOY 600 COMP			
D-5809204	JOY 600 COMP			
D-5809205	#1 SAND BLASTER			
D-5809206	HOTSY STEAM CLEANER			
D-5809207	STEAM CLEANER			
D-5809208	#1 WELL NAT GAS ENG			
D-5809209	LAWN MOWER	COAST TO COAST		
D-5809210	#2 SAND BLASTER			
D-5809211	4 WHEEL TRAILER			
D-5809300	MICHIGAN 75-B LOADER			
D-5809302	D-5 CAT			
D-5809303	CAT LOADER 966-C			
D-5809304	HOUGH 80-B LOADER			
D-5809305	RENTED TEREX LOADER			
D-5809306	CAT LOADER 950			
D-5809307	CAT LOADER 950			
D-5809310	BOB CAT LOADER			
D-5809311	BOB CAT LOADER			
D-5809350	MOBIL EQUIPMENT MIS			
D-5809400	CAT FORKLIFT			
D-5809401	A & W GRADER			
D-5809402	GALION 125 PICKER			
D-5809403	GORMAN RUPP PUMP			
D-5809404	MF FORKLIFT			
D-5809405	UNIT CRANE			
D-5809406	P & H PICKER			
D-5809407	A & W PICKER			
D-5809408	HYSTER FORKLIFT			
D-5809409	HOMELITE 610 PUMP	HOMELITE	610	
D-5809410	RENTED P & H PICKER			
D-5809411	CAT GENERATOR			
D-5809415	HOMELITE GENERATOR			
D-5809416	HOMELITE GENERATOR			
D-5809417	HOMELITE GENERATOR			
D-5809418	PORTABLE H2O BLASTER			
D-5809419	HOMELITE 610 PUMP	HOMELITE	610	
D-5809420	4 FUSION MACHINE			
D-5809421	18 FUSION MACHINE			
D-5809422	AC BACKHOE	ALLIS CHALMERS		
D-5809423	8 FUSION MACHINE	RIDGID		
D-5809424	HOMELITE 300 PUMP	HOMELITE		3
D-5809425	HOMELITE 385 PUMP	HOMELITE	385	
D-5809426	MAN LIFT RENTED			
D-5809502	LINCOLN 200 WELDER			
D-5809503	LINCOLN 200 WELDER			
D-5809504	LINCOLN 200 WELDER			
D-5809505	LINCOLN 200 WELDER			
D-5809506	LINCOLN 200 WELDER			
D-5809507	LINCOLN 250-D WELDER			
D-5809508	LINCOLN 250-D WELDER			
D-5809509	LINCOLN 250-D WELDER			
D-5809510	LINCOLN 250-D WELDER			
D-5809511	MILLER BIG 40 WELDER			
D-5809512	HOBART WELDER	HOBART	BIG 40	
D-5809515	LINCOLN 300 WELDER			
D-5809603	1974 BLAZER			
D-5809606	1975 CHEV CAR			
D-5809612	1979 CHEV CAR			
D-5809614	1980 CHEV CAR			
D-5809615	1980 CHEV CAR			
D-5809617	1981 TAN CHEVROLET			
D-5809618	1982 LEASED CHEV			
D-5809619	1983 CHEV. WAGON			
D-5809703	DIESEL TRACKMOBILE			
D-5809704	RENTED SWITCH ENGINE			
D-5809705	9TM TRACKMOBILE			
D-5809706	BLUE GOOSE SWITCHER			
D-5809707	RAILROAD CARS			

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-5809800	1977 GMC 1/2 TON			
D-5809802	1966 CHEV WINCH TK			
D-5809809	1973 FORD 1/2 TON TK			
D-5809816	1954 FORD DUMPTRUCK			
D-5809822	1975 GMC 1/2 TON TK			
D-5809823	1975 DODGE AMBULANCE			
D-5809824	1975 FORD 3/4 TON TK			
D-5809829	1977 CHEV BLAZER			
D-5809830	1977 GMC 3/4 TON TK			
D-5809831	1973 MACK DUMPTRUCK			
D-5809832	1977 GMC 1/2 TON TK			
D-5809835	1974 GMC 1/2 TON TK			
D-5809836	1974 CHEV 1/2 4X4 TK			
D-5809837	1979 CHEV 3/4 TON TK			
D-5809838	1979 CHEV 1/2 TON TK			
D-5809839	1979 CHEV 1/2 4X4 TK			
D-5809840	1979 GMC JIMMY			
D-5809841	1973 FORD 3/4 TON			
D-5809842	1979 GMC 1/2 TON TK			
D-5809843	1971 CHEV 1/2 TON TK			
D-5809844	1979 CHEV 1/2 4X4 TK			
D-5809845	1981 CHEV 1/2 TON TK			
D-5809846	1981 CHEV 1/2 TON TK			
D-5809847	1980 GMC 1/2 TON TK			
D-5809848	1981 BLAZER MINE			
D-5809849	1978 CHEV 1/2 TON			
D-5809850	1981 CHEV 4X4 1/2 T			
D-5809851	1981 CHEV 3/4 TON			
D-5809852	1977 CHEV 1/2 TON			
D-5809853	1976 CHEV 3/4 T 4X4			
D-5809854	1983 CHEV C10 KIM			
D-5809855	1983 CHEV C10 DOUG			
D-5809856	1977 GMC SUBURBAN			
D-5809857	1973 GMC 1/2 TON			

59 SCALES AND WEIGHING EQUIPMENT

D-5909002	TRUCK SCALES			
D-5909003	RAILROAD SCALES			

73 OFFICE - GENERAL EQUIPMENT

D-7309001	GENERAL OFFICE EQUIP			

OFFICE FURNITURE

Beker Tag #	P.O. #	Date	Description	Person Rec.
01051	12570	6-2-77	Anderson Hickey Black Walnut 36 x 72 Desk	E. McKinney
01052	12572	6-2-77	Anderson Hickey Black Walnut 36 x 72 Desk	D. Hardman
01053	12570	6-2-77	Credenza Hickey Black PFC 3060	E. McKinney
01054	12570	6-2-77	R29 Gold Chair	" "
01055	12570	6-2-77	W42 Black Side Chairs	" "
01056	12570	6-2-77	" " " "	" "
01057	12570	6-2-77	Hon. Black Bookcase S3	" "
01058	12572	6-2-77	HR29 Gold Chair	D. Hardman
01059	12572	6-2-77	Black Side Chair	" "
01060	12572	6-2-77	" " "	" "
01061	12572	6-2-77	" " "	" "
01100		2-2-78	Black & Walnut Desk	D. Horsburgh
01096		2-2-78	" " " "	P. Cunningham
01434			Green Executive Chair	Drafting Room
01435			Drafting Table (Light)	" "
01436			Drafting Machine 7058214	" "
01437			Brown Stool	" "
01438			A. S. Brown Table	" "
01439			Drafting Table with Light	" "
01440			Drafting Stool	" "
01441			Drafting Machine Q161334	" "
01442			Black & Walnut Hon. Desk	" "
01443			4 Drawer Brown Legal Tax File	" "
01444			Electric Pencil Sharpener	" "
01446			Brown Table	" "
01447			3 Shelf Brown Bookcase	" "
01448			NSC Calculator 081158	" "
01449			Range Finder MK5	" "
01450			Leroy Letterer	" "
01501			Level (Path) with Tripod	" "
01502			Transit with Tripod	" "
01503			Grey 5 Drawer Drawing Cabinets	" "
01504			" " " " "	" "
01505			" " " " "	" "
01506			" " " " "	" "
01507			" " " " "	" "
01508			" " " " "	" "
01509			" " " " "	" "
01510			" " " " "	" "
01511			" " " " "	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
01407			4 Drawer Black File	Dave Best
01408			Grey Table All St.	" "
01409			Brown Hon Desk	" "
01410			Brown 3 Shelf Bookcase	" "
01411			Brown Arm Chair	" "
01412			Green Arm Chair	" "
01413			Green Arm Chair	" "
01414			Grey S Acge Desk	Drafting Room
01415			Legal Size 4 Drawer Grey Hon File	" "
01416			" " " " " " "	" "
01417			" " " " " " "	" "
01418			" " " " " " "	" "
01419			" " " " " " "	" "
01420			Legal 4 Drawer Grey Steelcase File	" "
01421			" " " " " "	" "
01422			" " " " " "	" "
01423			" " " " " "	" "
01424			Art Metal 4 Drawer Legal Grey File	" "
01425			All Steel " " " " "	" "
01426			S W " " " " "	" "
01427			" " " " "	" "
01428			Superfile 5 Drawer Legal " "	" "
01429			" " " " " "	" "
01430			" " " " " "	" "
01431			" " " " " "	" "
01432			2 Shelf Grey Bookcase	" "
01433			Desk Lamp	" "
02035			Victor 1800 Calculator 4665-90	Lab
02036			Green Worn Out Executive Chair	"
02037			NSC Calculator 105793	Randy W. Conrad
02038			4 Drawer Grey File	" " "
02039			3 Shelf Grey Bookcase	" " "
02040			All Steel Table	" " "
02041			Bl. Executive Chair	" " "
02042			Grey All Steel Desk	" " "
02043			Cannon Calculator 50084	" " "
02045			Bl. Arm Chair	" " "
02046			Grey All Steel Desk	Eric Christianse
02047			5 Drawer Legal File	" "
02048			Bl. Executive Chair	" "
02049			4 Shelf Grey Bookcase	" "
02050			Long Brown Table	" "
01401			Brown Table	Jim Carpita
01402			3 Shelf Grey File	" "
01403			4 Drawer Grey Hon File	" "
01404			Worn out Brn. Executive Chair	" "
01405			Wooden Desk	" "
01406			Brown Arm Chair	" "
02008			Brown Table	Conference Room
02009			" "	" "
02010			Wine Chair	" "
02011			Drafting Table (all with lights)	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02012			Drafting Stool (with Lights)	Conference Room
02013			Drafting Table (Taken to Mr. White's home)	" "
02014			Drafting Table	" "
02015			Green Arm Chair	" "
02016			Brown Stool (Taken to Mr. White's home)	" "
02017			Desk Lamp	" "
02020			4 Shelf Black Bookcase	Lab
02018			" " " "	"
02021			S W 4 Drawer Grey File	"
02022			Steelmaster 4 Drawer Grey File	"
02023			Green Executive Chair	" (Neil)
02024			National Service Conductor Calculator 05056	" (Neil) (Steve)
02025			S W Grey Desk	" (Steve)
02026			2 Drawer Small Storage Cabinet (Grey)	"
02027			" " " " " (Bl. Top)	"
02028			Green All Steel Desk	" (Neil)
02029			5 Drawer Grey File	" "
02030			Black 4 Drawer File	" "
02031			Grey 3 Shelf Bookcase	" "
02032			Long Brown Table	" "
02033			Worn Out Brown Executive Chair	"
02034			Grey Table	"
01737			Brown Executive Chair	Jim
01738			S W Grey Desk	Odas Brac
01739			Bl. Executive Chair	" "
01740			S W 4 Drawer File Grey	" "
01741			Hon Brown 4 Drawer File	Roy McM.
01742			Tiny Brown Desk (Hon)	" " "
01743			Brown Executive Chair	" " "
01744			Brown 4 Drawer File	Dry Prod. Supv.
01745			S W Grey File	" " "
01746			4 Drawer Grey S W File	" " "
01747			Green Executive Cosco Chair	" " "
01748			Brown Arm Chair	" " "
01749			Black and Walnut Desk	Dap Control Room
01750			Grey Desk	Shipping Control Room
02002			Drafting Table	Conference Room
02003			Drafting Stool	" "
02004			Drafting Table	" "
02005			Worn Out Stool	" "
02006			Panasonic Electric Pencil Sharpener	" "
02007			Electric Eraser	" "
01712			4 Drawer S W Grey File	Cless Wilks
01713			S W Table	" "
01714			Blue Executive Cosco Chair	" "
01715			Green Executive Chair (Old)	" "
01716			Green and Grey all Steel Table	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
01717			Hon Black & Walnut Desk	Mark H
01718			Grey 3 Shelf Bookcase	" "
01719			Black Hon 4 Drawer File	" "
01720			Black S W 4 Drawer Legal File	" "
01721			Brown Table	" "
01722			Black Executive Chair	" "
01723			Grey Closet	" "
01724			National SemiConductor Calculator 109029	" "
01750			Brown Table	Environmental
01725			4 Shelf Grey Book Case	"
01726			5 Drawer Legal File Grey	"
01727			4 Drawer Letter Black File	"
01728			Black Executive Chair	" Al
01729			Black and Walnut Hon. Desk	" "
01730			Green Arm Chair	" "
01731			Old Grey Desk	" Craig
01732			Victor 1900 Calculator 4749213	" "
01733			Broken Brown Executive Chair	"
01734			2 Shelf Grey Book Case	"
01735			S W Grey Desk	" Jim
01736			Ugly 2 Drawer File	" "
02087			Tiny Brown Hon. Desk	Gary Wyss
02088			Black Legal File	" "
02089			Brown Hon. Table	" "
02090			Gold Arm Chair	" "
02091			Brown Executive Chair	" "
02092			Brown Tiny Desk	Rodney Fraser
02093			Grey Hon. 2 Drawer File	" "
02094			Brown Executive Chair	" "
02095			Black Executive Chair	" " (Extra)
02096			2 Shelf Grey Bookcase	Dave Clark
02097			4 Drawer Shaw Walker Legal File	" "
02098			Grey 5 Drawer Desk	" "
02099			Black Executive Cosco Chair	" "
02100			Gold Chair	" "
01701			Black Legal 2 Drawer File	Kay Alson
01702			Grey All Steel Desk	" "
01703			Worn Out Green Desk	" "
01704			Grey Desk (Old)	Maintenance Shop
01705			Brown 2 Drawer Legal File	"
01706			Shaw Walker Grey File	Electrical Shop
01707			Black Hon. 4 Drawer File	Ferris Hymas
01708			3 Shelf Bookcase	" "
01709			2 Drawer Black Letter File	" "
01710			Grey S W Desk	" "
01711			Black Executive Chair	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02063			Grey 3 Shelf Bookcase	Don Longenbohn
02064			Black Legal 2 Drawer File	" "
02065			Grey All Steel Table	" "
02066			S W Grey Desk	" "
02067			Green United Executive Chair	" "
02068			Old Grey Desk	Tom Phelps
02069			2 Drawer Legal Grey File	" "
02070			Green Executive Chair	" "
02071			Grey 4 Shelf File	" "
02072			Green Broken Executive Chair	Extra
02073			Brown 2 Drawer Letter File	Larry Minneart
02074			Grey All Steel Table	" "
02075			3 Shelf Hon. Bookcase	" "
02076			Bl. Plush Executive Chair	" "
02077			Grey Steelcase Desk	" "
02078			Grey Type Stand	" "
02079			Letronics Calculator 234960	" "
02080			Royal TW 1130788	" "
02081			Grey All Steel Table	" "
02082			Grey 4 Shelf Bookcase	" "
02083			Grey 4 Drawer Legal File	" "
02084			Steel Age Grey Desk	" "
02085			Bl. Executive Chair	" "
02086			Texas Instrument Calculator 014475	" "
01638			Avanti Fridge	Safety
01639			3 Shelf Grey Bookcase	"
01640			Hon. Letter Size File 4 Drawer	"
01641			S W 4 Drawer File	"
01642			Haskell Grey Table	"
01643			Interstate 2 Shelf Grey Bookcase	"
01644			Shaw Walker Desk	"
01645			IBM Selectric Typewriter	"
01646			Grey Typewriter Stand	"
01647			Black Executive Chair	"
01648			All Steel Grey Desk	Larry Hayes
01649			S W Grey Desk	Bill Auger
01650			Black Sec. Chair	" "
02051			Brown Executive Chair	Larry H.
02052			Grey Letter Size Hon. File	" "
02053			" Steelcase Legal File	" "
02054			" " " "	" "
02055			" " " "	" "
02056			Haskell " " "	" "
02057			Shaw Walker " "	" "
02058			Hon. Legal File	" "
02059			Green Fridge	Bill Auger
02060			2 Drawer Storage Cabinet	" "
02061			Small Grey Table	Maint
02062			2 Shelf Grey Bookcase	"

Beker Tag #	P.O. #	Date	Description	Person Rec.
01612			Grey Steelcase Desk	Warehouse
01613			Grey Shaw Walker Letter File	"
01614			" " " " "	"
01615			" " " " "	"
01616			" " " " "	"
01617			" " " " "	"
01618			Wooden Desk	"
01619			Bl. Sec. Chair	"
01620			Green Victor Calculator 4368002	"
01621			5 Shelf Bookcase	Material Control
01622			Hon. 4 Drawer Grey File	" "
01623			Big Shaw Walker	Blair
01624			Calcumatic Calculator 4080465	"
01625			Green Large Sec. Chair	"
01625			Green Table Desk	Clydell
01627			Grey 2 Drawer Cole File	"
01628			Green Executive Chair	"
01629			Shaw Walker Legal 4 Drawer File	Jim Anderson
01630			Oxford Grey Lift Top 2 Drawer File	" "
01631			Grey Desk	" "
01632			2 Drawer Steelmaster File	" "
01633			Black Plush Executive Chair	" "
01634			3 Shelf Grey Bookcase (Glass Doors)	" "
01635			All Steel 2 Drawer Steel Cabin Grey	Safety
01636			Lyon All Steel Grey Steel Cabin	"
01637			Brown 2 Drawer Steel Cabinet	"
01664			Grey 4 Drawer Letter File	Brent Surter
01663			Brown Hon Desk	" "
01662			Bl. Sec. Chair	" "
01661			2 Drawer Brown Storage Cabinet	" "
01660			Shaw Walker 4 Drawer Grey File	" "
01659			" " " " " "	" "
01658			" " " " " "	" "
01657			Acme Card File	" "
01656			" " "	" "
01655			Brown 4 Shelf Bookcase	" "
01654			Brown Wooden Sliding Closet	Keith Purinton
01653			Brown 2 Drawer Legal File	" "
01652			Sharp Compet 49009292	" "
01651			3 Shelf Bookcase (Glass Doors)	" "
01601			Grey All Steel Desk 7298	" "
01602			Black Executive Chair	" "
01603			All Steel Grey Table	Warehouse DS
01604			Old Grey Desk	" "
01605			Sturgis Green Executive Chair	" "
01606			Shaw Walker Grey 4 Drawer File	" "
01607			" " " " " "	" "
01608			Hon " " " "	" "
01609			Brown Kreuger Table	" "
01610			Orange Executive Chair	" "
01611			Green United Executive Chair	" "
01687			Haskell Grey Table	Ferris Hyman

Beker Tag #	P.O. #	Date	Description	Person Rec.
01686			2 Drawer All Steel Grey Storage Cabinet	Mobile
01685			2 Drawer Grey Storage Cabinet	"
01684			Brown Executive Chair	"
01683			Wooden Sec. Desk	La Tonne
01682			Black Sec. Chair	" "
01681			Green IBM TW 21-960786	" "
01680			Victor 705 5127-398	" "
01679			Grey All Steel Desk	Travis Deen
01678			Brown Exeuctive Chair	" "
01677			Sharp Compet Calculator 6800106	" "
01676			Brown Hon 4 Drawer Legal File	La Tonne
01675			" " " " " "	" "
01674			" " " " " "	" "
01673			" " " " " "	" "
01672			Brown Hon Desk (Given to O.A.)	Dennis H.
01671			Green Sec. Chair	Extra
01670			Bl. & Walnut Hon Desk	"
01669			Brown Hon Letter Size File	La Tonne
01668			All Steel Grey Desk	John Maughan
01667			4 Drawer S W File	" "
01666			Grey 2 Shelf Bookcase	" "
01665			Harder Steel Executive Chair	" "
02444			Shaw Walker Grey Desk	Randy Wood
02445			Green Executive Chair	" "
02446			Grey Table	" "
02447			Bl. 4 Drawer File	" "
02448			Grey 4 Shelf Bookcase	" "
02449			Brown Chair	" "
02450			Grey Plan Hole Small File	" "
02595				Eldon Howard (Jo Deene)
02395			Adler Calculator	Jo Deene
01700			Grey Metal Desk	Guard Shack
01699			Green Executive Chair (Good Form)	" "
01698			Aqu Weight Scales 1-20 Lbs.	" "
01697			Grey Shaw Walker Desk	Al Matthews
01696			Brown Exeuctive Chair	" "
01695			Grey File 4 Drawer File	" "
01694			Key Case (Lyon)	" "
01693			Grey Desk	Mobile Shop
01692			Green Executive Chair	" "
01691			5 Shelf Bookcase	" "
01690			Shaw Walker Legal 4 Drawer File	" "
01689			4 Drawer Grey File	" "
01688			2 Drawer Storage Cabinet	" "
02418			Black Executive Chair (Extra)	Kerry
02419			Friden 1101 Calculator Singer 108628	"
02420			Victor 1900 T Calculator 4995-326	"
02421			Long Brown Table	"
02422			Brown 4 Drawer Hon File	"
02423			Black 2 Shelf Bookcase	"
02424			Grey " " "	"

Beker Tag #	P.O. #	Date	Description	Person Rec.
02425			Bl. & Walnut Desk	Dick
02426			Brown Table	"
02427			Black Executive Chair	"
02428			Brown 4 Shelf Bookcase	"
02429			Black Stacking Chairs	"
02430			" " "	"
02431			" " "	"
02432			Bl. Chair	"
02433			Green Chair	"
02434			Hon 3 Drawer Brown File	Sharon K
02435			" " " " "	" "
02436			Hon 4 Drawer Grey File	" "
02437			" " " " "	" "
02438			4 Shelf Grey Bookcase	" "
02439			Electric Pencil Sharpener	" "
02440			Royal 47005621	" "
02441			Bl & Walnut Sec. Desk	" "
02442			Sharp Compet Calculator 59058052	" "
02443			Bl. Sec. Chair	" "
02495			Green Chair	Gary Dahms
02496			Black Chair	L. Mosher
02497				" "
02498				" "
02499			Grey 2 Drawer File	Kitty
02500			Grey 4 Shelf Bookcase	"
02401			Grey Sec. Desk	"
02402			Victor 1800 4096-171	"
00795			IBM Selectric Red Corr. TW 2487716	"
02404			Grey 4 Drawer Shaw Walker Files	"
02405			" " " " " "	"
02406			Grey Storage Closet	"
02407			Blue Sec. Chair	"
02408			4 Drawer Hon File	Kim Mills
02409			4 Shelf Bookcase Grey	" "
02410			2 Drawer Haskell Grey File	" "
02411			Bl. & Walnut Desk	" "
02412			Pea Green Chair	" "
02413			" " "	" "
02414			Green Executive Chair	" "
02415			Brown & Walnut Desk	Kerry H
02416			Green Sec. Chair	" "
02417			Bl. & Walnut Desk (Extra)	" "
02467			Bl. & Walnut Desk	Kim Mills
02468			Green Sec. Chair	" "
02469			4 Shelf Grey Bookcase	" "
02470			Grey Table	" "
02471			Brown Chair	" "
02472			" "	" "
02473			Grey Desk	Gary Dahms
02475			Hewlitt-Packard 45	" "
02476			Green Executive Chair	" "
02477			Hon 4 Drawer Grey File	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02478			3 Shelf Grey File	Gary Dahms
02479			Grey Table	" "
02480			Green Arm Chair	" "
02481			Black Chair	" "
02482			Grey Executive Desk	Hank Farrow
02483			Black Executive Chair	" "
02484			Walnut Green Table	" "
02486			Grey 4 Drawer Shaw Walker File	" "
02487			Brown Arm Chair	" "
02488			" " "	" "
02489			" " "	" "
02490			" " "	" "
02491			Wooden Desk	Lee Mosher
02492			Brown 2 Shelf File (Glass Doors)	" "
02493			Brown Credenza	" "
02494			Brown 4 Drawer File	" "
02593			Blue Selectric Typewriter 2663315	Jo Deene
02594			Brown Desk	" "
02595			Sharp Comp. 69080255	" "
02596			Brown Type Stand	" "
02597			Green Desk	Glenn B
02598			Green 4 Shelf Bookcase	" "
02599			Green Chair	" "
02600			" "	" "
02451			Black Executive Chair	" "
02452			Grey 2 Shelf Bookcase	Eldon H
02453			Brown Wood File	" "
02454			Brown Executive Chair	" "
02455			Brown Executive Chair	" "
02456			Brown Chair	" "
02457			4 Shelf Desk Arr.	" "
02458			Walnut & Bl. Desk	Bob Lisk
02459			Blue Executive Chair	" "
02460			Brown Long Table	" "
02461			Brown Arvin Heater	" "
02462			Sharp Compet Calc. 19009422	" "
02463			Brown 4 Drawer File	" "
02464			Bl. & Red Arm Chair	" "
02465			" " " " "	" "
02466			Brown Wood Coat Rack	" "
02565			Brown Table	Kirk
02570			Black & Walnut Desk	Wes M.
02571			" " " Credenza	" "
02572			Green Executive Chair	" "
02573			" Arm Chair	" "
02574			" " "	" "
02575			Sharp Calculator 78002601	" "
02576			Black 4 Drawer File	" "
02577			Black 4 Shelf Book Case	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02578			Brown Markel Heater	Recp. Area
02579			Grey Sec. Desk	Roma
02580			Sharp Compet Calculator 69080165	"
02581			Brown 4 Drawer Steelcase File	Recp. Area
02582			" " " " "	" "
02583			" " " " "	" "
02584			" " " " "	" "
02585			" " " " "	" "
02586			" " " " "	" "
02587			" " " " "	" "
02588			" " " " "	" "
02589			Black Sec. Chair	Roma
02590			Brown Long Table	Wes.
02591			Primer Grey IBM Selectric 5153920	Miscellaneous
02592			Brown Desk Hon (Small)	"
01926			Black Sec. Desk	Personnel (Barb)
01927			Beige Selectric TW 2764903	" "
01928			Green Chair	" "
01929			Sanyo Calculator 77205168	" "
01930			Brown Table	" (Dean)
01931			Wooden Desk	" "
01932			Hon 4 Drawer Bl. File	" "
01933			Bl. 3 Shelf Bookcase (Glass Doors)	" "
01934			Victor 1800 4647-711	" "
01935			Brown Chair	" "
01936			" "	" "
01937			" Arm Chair	" "
01938			Orange Chairs	" "
01939			" "	" "
02538			Victor Calculator 4855-450	Accounting
02539			" " 5149-184	Lee Mosher
02540			Charger 51-213	" "
02557			Brown Wood Desk	Kirk
02558			Black 2 Shelf Bookcase	"
02559			Brown 4 Drawer File	"
02560			Grey 2 Drawer File	"
02561			Black 2 Shelf Bookcase	"
02562			Orange Arm Chair	"
02563			Orange Arm Chair	"
02564			Black Executive Arm Chair	"

Beker Tag #	P.O. #	Date	Description	Person Rec.
02543			4 Drawer Legal File	Dick H.
02544			Gray Table	" "
02545			Brown Hanging File	" "
02546			" " "	" "
02547			Gray Desk	" "
01906			Green Arm Chair	" "
01907			Monroe 1420 Calc. F235795	" "
01908			Green Arm Chair	" "
92548			2 Drawer Gray File	" "
01910			Small Gray Table	General Office
01911			Gray Table (Mail Room)	" "
01912			Gray 4 Draw, Legal File (Mail Room)	" "
01913			Shaw Walker Gray 4 Drawer File	Personnel
01914			Brown Hon " " "	"
01915			Shaw Walker " " " "	"
01916			Hon. " " " "	"
01917			" " " " "	"
01918			" " " " "	"
01919			" Black " " "	"
01920			Black and Walnut Table (Traded for 01920)	Dennis H.
01921			Gray 2 Door Closet	" "
01922			Brown Table	" "
01923			Long Brown Bookcase	" "
01924			Brown 2 Drawer File	" "
01925			Black 2 Drawer File	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02541			Grey Desk	Gen. Acctg. Mgr. (Given to Don Hamy, Tool Crib)
02542			Black and walnut file	Gen. Acctg. Mgr.
01873			Green Arm Chair	" " "
01874			Black Arm Chair	" " "
01875			Monroe 14 20 Calc F 321064	" " "
02549			Celebrity Fan (Brown)	Accounting
02550			Black and walnut Credenza	Data Pros.
02551			" " " "	" "
02552			Black and walnut Hanging File	" "
02554			Black and walnut Desk	" "
01883			Victor 1900 Calc. 4433-036	" "
02553			Black and walnut Desk	" "
01886			Brown Secretary Chair	" "
01887			Electric Pencil Sharpener	" "
01888			Brown Arm Chair	" "
02555			Grey 2 Shelf Bookcase	" "
01891			Grey 2 Drawer File	" "
01890			Green Secretary Chair	" "
01892			Victor 1800 4324-186	Tom McR

Beker Tag #	P.O. #	Date	Description	Person Rec.
01893			Black and Walnut Desk	Tom McR
01894			Black and Walnut Credenza	" "
01895			Black and Walnut Table	" "
01896			Orange Executive Chair	" "
01897			Orange Executive Arm Chair	" "
01898			Orange Executive Arm Chair	" "
01899			Orange Executive Arm Chair	" "
01900			Round Table	" "
01842			IBM Selectric 21-9128356	Accounting
01844			Sharp Compet. 628 Calc. 49024309	Mickie
01843			Check Protector	Accounting
02527			Grey Desk	Carl Bassett
02528			Grey Secretary Desk	Lori, Mickie
01847			Compet. Sharp Calc. 6800229X	Judy
01848			Victor 1900 4906-026	Carl Bassett
01849			IBM Selectric 21-0358473	Lori
02529			Brown Typing Stand	Accounting
02530			Black Hanging File (1 shelf)	"
02531			4 Shelf Black Hanging File	"
02532			1 Shelf Black Hanging File	"
02533			4 Shelf Black Hanging File	"
02534			Grey Desk	Jomanda
01857			Sharp Compet. Calc. 37859707	"
01858			Victor 1800 4324-092	Lori
02535			Grey 3 Drwr File	Accounting
01860			Black Secretary Chair	Jomanda
01861			Green Secretary Chair	Judy
01862			Black Secretary Chair	Pennie
01863			Green Chair (Arms)	Jody
01864			Red Secretary Chair	Gloria
02536			Grey 3 Drawer File	Accounting
02537			Grey Desk	Debby
01867			Sharp Compet Calc 37857807	Debby
01868			Green Secretary Chair	"
01869			Green Secretary Chair	Lori
01870			Black Secretary Chair	Mickie
01821			Brown Arm Chair	Roy B
01823			Red Executive Chair	" "
01825			Brown Arm Chair	" "
01826			Orange Arm Chair	" "
01827			Orange Arm Chair	" "
01828			Victor 1800 Calc. 4323-623	" "
02518			Blue & Walnut Sec. Desk	Pennie L.
01830			Blue Selectric Correcting Typewriter 26-2877048	" "
02519			Black and Walnut File	" "
01832			Monroe 1320 Calc. D 854784	" "

Beker Tag #	P.O. #	Date	Description	Person Rec.
02520			Black and Walnut Desk	Jodie
01834			Sharp Compet. Calc. 68002234	"
02521			Black Oxford 2 Drawer File (Lift top)	"
02522			Grey Haskell Desk	Gloria
01837			Monroe 1420 D 5103/3	"
			Hon 3 Drawer File Gray	General
02524			Brown Desk	Judy
02525			Data Rack W. J. Black File	Mickie
02526			Grey Desk Secretarial	"
01793			Letter Gray Steelcase 4 Drawer File	File Room
01794			" Hon Gray " " " "	" "
01795			" " " " " " "	" "
01796			" " " " " " "	" "
01797			" " " " " " "	" "
01798			" " " " " " "	" "
01799			" Steelcase " " "	" "
01800			" " " " " " "	" "
01801			" Hon " " " " "	" "
01802			" " " " " " "	" "
01803			Legal Shaw Walker " " "	" "
01804			" " " " " " "	" "
01805			6 Shelf Gray Book Case	" "
01806			2 Door Gray Storage Cabinet	" "
01807			Gray Table	" "
01808			Gray Desk	" " (Denny)
01809			Executive Green Chair (Extra)	" "
01810			Brown Executive Arm Chair	" " (Denny)
01811			Black Hon 4 Drawer Letter File	" "
01812			Type Stand (Gray)	" "
01813			Olivetti Typewriter E 13-102817	" " (Denny)
01814			Cummins Perforator 45101	" " "
01815			" " " Stand	" " "
01816			2 Drawer Gray File	" " (Transferred to Personnel)
01817			Canon Canola MP 1000 Calc. 230078	File Room (Denny
01818			Shredder	" "
02509			Brown Fan	" "
01783			Green and Gray Arm Chair	O. A. (Terry)
02513			Black 2 Drawer Letter File	" "
02512			Black 2 Drawer Legal File	" "
02511			Green 2 Drawer Shaw Walker Letter File	" "
01791			Victor 1900 Calc. 4611-883	" " (Dennis)
01787			Black 4 Draw Hon Letter File	" "
02374			Long Brown Table	Personnel
02375			Victor ME C 225 and charger 4854-39?	Dennis H.

Beker Tag #	P.O. #	Date	Description	Person Rec.
02510			Long Brown Table	C. F. White
01789			English Table	" " "
01790			English Stool	" " "
01792			Orange Executive Chair	" " "
01756			IBM Selectric TW 21-9607868	Traffic (Rob)
02502			Shaw Walker Gray Desk	" "
01758			Victor 1800 Calculator 4302-449	" "
01759			Green & Gray Secretary Chair	" (Extra)
02503			Black 4 Shelf Bookcase	O. A.
02504			Black " " "	" "
02508			Gray Desk	O. A. (Illa)
01767			Gray and Green Chair	" " (Illa)
01768			Gray Type Stand	" " "
01769			Gray IBM Selectric 5259283	" " "
01770			Sharp Compet. 57113507	" " "
02505			Hon 4 Draw Gray Letter File	" "
02506			" " " " " "	" "
02507			" " " " " "	" "
01774			Green and Gray Arm Chair	" " (Denny)
01775			Gray Desk	" " "
01776			Sharp Comp. 680-0231X	" " "
01777			Black 2 Drawer Legal File	" " (Mark)
01778			Gray Shaw Walker Desk (Oversize)	" " (Extra)
01779			Shap Comp. Calc. 49014905	" " (Mark)
01780			Brown Arm Chair 4884-005	" " "
01781			Victor 705 Calc.	" " (Terry)
02514			Gray Desk	" " (Terry)
01761			Black Executive Chair	Larry F.
01762			Titan Healer	" "
02627			Wooden Desk - Brown	Larry Fuller
02628			Brown Leather Arm Chair	" "
02629			" " " "	" "
02630			Victor Calculater & Stand 5223-311	" "
02631			Small Wooden Table	" "
01940			Gray 4 Draw Hon Letter File	Traffic
01941			Gray 4 Draw Shaw Walker Letter File	"
01942			Gray 3 Draw Hon. Letter File	"
01943			Black Steelcase Letter File	"
01944			Gray Hon Letter File	"
01945			Gray Hon Letter File	"
02638			Selectric Typewriter 21-9607866	" (Extra)
01946			Brown Metal Desk (Wood Grain Top)	Jerry Mulligan
01947			Gray Secretary Desk 26-3268752	Traffic (Vickie)
02641			Brown Selectric IBM Correcting TW 7	" "
01948			Gray Sliding Door File	"
02643			Victor Medalist 332 1133214	" (Vickie)

Beker Tag #	P.O. #	Date	Description	Person Rec.	
02645			Green United Chair (Exec. Arm)	Traffic	(Dee)
01949			Gray Desk	"	"
02647			Victor 1800 4254-922	"	"
02648			Green and Gray Steelcase Sec. Chair	"	(Vickie)
01950			Shaw Walker Gray 4 Drawer Letter File	"	
02501			Shaw Walker Gray Secretary Desk	"	(Marilyn)
01751			Victor 1900 Tape Calc. 5093-854	"	"
01752			Selectric Typewriter IGM (Green) 21-9699286	"	"
01753			Brown Secretary Chair	"	"
01754			Brown Type Stand	"	
01755			Brown Secretary Chair	"	

Beker Tag #	P.O. #	Date	Description	Person Rec.
01763			Toastmaster Heater	Gerri B.
02373			Alma Bookcase Sliding Doors	GM
01760			Titan Heater SIN	GM
02601			Victor 204 9860488	General Manager
02602			Victor 225 4856-738	Personnel Manager
02603			(2 Dr.) Gray Oxford Filing Cabinet	Gayla
02604			(4 Dr.) Black Steelcase File (Letter Size)	Gayla
02605			(4 Dr.) Black Cole File (Legal Size)	Gayla
02606			Black Hon Sec Desk	Gayla
02607			White IBM Selectric II Correcting Typewriter 26-3000908	Gayla
02608			Victor 1800 Calculator 4302-448	Gayla
02609			Titan Heator	Gayla
02610			Black Secretarial Chair	Gayla
02611			Alma Wooden Desk	Mr. Greer
02612			Black Leather Chair	Mr. Greer
02613			Walnut Credenza	Mr. Greer
02614			Black Alma Chairs Naughohyde and Nylon	Mr. Greer
02615			Black Alma Chairs Naughohyde and Nylon	Mr. Greer
02616			Black Alma Chairs Naughohyde and Nylon	Mr. Greer
02617			Black Alma Chairs Naughohyde and Nylon	Mr. Greer
02618			Black Alma Chairs Naughohyde and Nylon	Mr. Greer
02619			Small Wooden Table	Mr. Greer
02620			" " "	" "
02621			2 Shelf Wooden Bookcase	Wes Mathias
02515			Black and Walnut Sec. Desk	Gerry Bennion
02623			Small Wooden Table	Accounting
02517			Olivetti Typewriter E 13 6807342	G. Bennion
02516			Brown Type Stand	Purchasing
02626			(Extra) Victor 1900 Calc. 4389443	Purchasing
02644			Grn. and Gray Sec Chair (Steelcase)	Purchasing

Beker Tag #	P.O. #	Date	Description	Person Rec.
02363			A S Table	Compressor Room
02364			Brn. Exec. Chair	Compressor Room
02396			Brn Table	Ammonia Cont. Room
02365			Bl. and Wal. Hon Desk	Ammonia Cont. Room
02366			2 Dr. Grey St. Cabinets	Ammonia Cont. Room
02367			2 Shelf Grey Bookcase	Ammonia Cont. Room
02368			" " " "	Ammonia Cont. Room
02369			Brown Stool	Ammonia Cont. Room
02370			Victor Calc.	Sandi Jr.
02371			Grey 2 Shelf Bookcase (Personnel)	Personnel
02372			Gold Room Divider	Personnel
02376			Blue Arm Chair	Dennis H.
02377			Calculator	Jerry Mulligan
02378			Chair	Jerry Mulligan
01513			? Dr. Filing Cabinet	Drafting Room
01550			3 Dr. Drawing File	" "
01549			Blu. Ray 747 Blue Print Mach.	" "
01548			Beam Compass	" "
01547			Grey 2 Dr. Storage Cabinet	" "
01546			4 Dr. Brn. Hon File	Phos. Acid Supo.
01545			Bl. and Wal. Hon Desk	" " "
01544			Brn. Exec. Chair	" " "
01543			SW 4 Dr. Grey File	" " "
01542			Bl. Exec. Chair	" " "
01541			Grey Desk	" " "
01540			Brn. SW Table	" " "
01516			Bl. and Wal Desk	W Sulf. Control Room
01517			Desk	E Sulf. Control Room
01518			2 Dr. Grey Storage Cabinet	E Sulf. Control Room
01519			2 Dr. Grey Brn. Storage Cabinet	E Sulf. Control Room
01520			Trailer Lyon Grey Storage Cabinet	Ammonia Trailer

Beker Tag #	P.O. #	Date	Description	Person Rec.	
01521			Steelcase 4 Dr. Legal File (Grey)	Ammonia	
01522			Hon. 4 Dr. Letter File (Grey)	Ammonia	
01523			Green 2 Dr. Storage Cab.	"	
01524			Brown Table	"	
01525			" "	"	
01526			Brown 2 Door Storage Cab.	"	(Keith)
01527			" " " " "	"	
01528			" " " " "	"	
01529			Grey 2 Dr. Storage Cab.	"	
01530			" " " " "	"	
01515			2 Dr. Bl. Legal File	"	
01531			Brown Table	"	
01532			S W Desk	"	
01533			S C Legal Grey 4 Dr. File	"	Supv.
01534			" " " " " " "	"	"
01535			S C Letter " " " "	"	"
01536			Lyon Grey Storage Cabinet	"	"
01537			Bl. Exec. Chair	"	"
01538			4 Shelf Grey Bookcase	"	"
01539			3 " Bl "	"	"
02351			Bl. and Wal. Hon. Desk	"	"
02352			S C Legal Grey File		Jerry L.
02353			" " " " "		Jerry L.
02354			Drafting Table		Jerry L.
02355			Drafting Machine ? C224394		Jerry L.
02356			Stool		" "
02357			Grey S C Desk		" "
02358			Grn. Exec. Chair S C		" "
02359			" " " " "		Cecil
02360			Brn. Table		"
02361			" "		Jerry
02362			Bl. and Wal. Desk		Cecil

BEKER INDUSTRIES CORP. - CONDA PLANT
EXISTING DOMESTIC INVENTORIES
As of May 31, 1983

LOCATION	PRODUCT	TONS	AMOUNT (in thousands)
	Finished Goods		
Conda, Idaho	Diammonium Phosphate	13511	$ 1994
Heartland, Nebraska	Diammonium Phosphate	1019	151
Sidney, Nebraska	Diammonium Phosphate	(3436)	(474)
Hancock, Iowa	Diammonium Phosphate	124	18
Laramie, Wyoming	Diammonium Phosphate	158	23
Pillsbury, Minnesota	Diammonium Phosphate	1967	291
Conda, Idaho	Monoammonium Phosphate	2620	393
Conda, Idaho	Superphosphoric Acid	201	49
	Total Finished Goods		2445
	Raw Materials & Work in Proces		
Conda, Idaho	Phosphate Rock	1754	54
Conda, Idaho	Sulfur	1264	102
Conda, Idaho	Sulfuric Acid	2125	71
Conda, Idaho	Phosphoric Acid	4499	969
Conda, Idaho	Anhydrous Ammonia	70	12
			1208
Conda, Idaho	Supplies (Spare Parts and Chemicals)		3386
	Total Inventory		$ 7039

Schedule 4

MINING LEASES*

1. Phosphate Lease Number Idaho 04 from the United States of America to Western Fertilizer Association dated October 1, 1950, as modified by Agreement dated September 30, 1953, which lease was assigned (a) by Western Fertilizer Association to Central Farmers Fertilizer Company by assignment dated June 30, 1958 and approved on May 22, 1959 by the Bureau of Land Management (the "Bureau"), effective June 1, 1959; (b) by Central Farmers Fertilizer Company to El Paso Natural Gas Products Company by assignment dated July 24, 1964 and approved on October 12, 1964 by the Bureau, effective November 1, 1964; (c) by El Paso Products Company (formerly known as El Paso Natural Gas Products Company), to El Paso Products Service Company by assignment dated February 2, 1970 and approved on March 9, 1970 by the Bureau, effective April 1, 1970; (d) by El Paso Products Service Company to Agricultural Products Corporation by assignment dated May 19, 1972 and approved on October 4, 1972 by the Bureau, effective November 1, 1972; (e) documents reflecting legal merger of Agricultural Products Corporation into Beker Industries Corporation filed with Bureau in I-2000; (f) by partial assignment of an undivided 50 percent interest by Beker Industries Corporation to Western Co-Operative Fertilizer (U.S.) Inc. by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979; and (g) by Beker Industries Corporation and Western Co-Operative Fertilizer (U.S.) Inc. to Conda Partnership by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979; together with the rights and interest of Beker Industries Corp., successor in interest to Agricultural Products Corporation by legal merger, in and to certain pending applications for phosphate leases of federal lands adjoining the property described in said lease.

2. Phosphate Lease Number Idaho 04979 from the United States of America to Frederick P. Champ, dated April 1, 1954, as modified by agreements dated August 14, 1957 and February 13, 1963, which lease was assigned (a) by Frederick P. Champ to Williams Family Partnership and Champ Family Partnership by assignment dated September 25, 1973 and approved on November 12, 1973 by the Bureau, effective November 1, 1973; and (b) by Williams Family Partnership and Champ Family Partnership to Agricultural Products Corporations by assignment dated December 15, 1973 and approved on December 28, 1973 by the Bureau, effective December 1, 1973;

(c) documents reflecting legal merger of Agricultural Products Corporation into Beker Industries Corporation filed with Bureau in I-2000; (d) by partial assignment of an undivided 50 percent interest by Beker Industries Corporation to Western Co-Operative Fertilizer (U.S.) Inc. by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979; and (e) by Beker Industries Corporation and Western Co-Operative Fertilizer (U.S.) Inc. to Conda Partnership by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979.

3. Phosphate Lease Number Idaho 012989 from the United States of America to J. D. Archer and William J. Colman, dated November 1, 1962, which lease was assigned (a) by William J. Colman and Phyllis E. Colman, his wife, to J. D. Archer by assignment dated December 10, 1962, and approved on March 21, 1963 by the Bureau, effective April 1, 1963; (b) by John D. Archer and Elizabeth B. Archer, his wife, to Mountain Fuel Supply Company by assignment dated December 14, 1962 and approved on March 21, 1963 by the Bureau, effective April 1, 1963, subject to a reservation by John D. Archer and Elizabeth B. Archer of an overriding royalty of fifteen cents ($.15) per ton of phosphate or phosphatic rock mined and removed from the leased premises (this reservation is present in all subsequent assignments of this lease); (c) by Mountain Supply Company to Beker Industries Corp. by assignment dated February 6, 1976 and approved on May 11, 1977 by the Bureau, effective June 1, 1977; (d) by partial assignment of an undivided 50 percent interest by Beker Industries Corporation to Western Co-Operative Fertilizer (U.S.) Inc. by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979; and (e) by Beker Industries Corporation and Western Co-Operative Fertilizer (U.S.) Inc. to Conda Partnership by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979.

4. Phosphate Lease Number Idaho 013649 from the United States of America to Mountain Fuel Supply Company dated December 1, 1966, which lease was assigned by Mountain Fuel Company to Beker Industries Corp. by assignment dated February 6, 1976 and approved on May 11, 1977 by the Bureau, effective June 1, 1977. subject to a reservation by John D. Archer and Elizabeth B. Archer of an overriding royalty of fifteen cents ($.15) per ton of phosphate or phosphatic rock mined and removed rom the leased premises;

(a) by partial assignment of an undivided 50 percent interest by Beker Industries Corporation to Western Co-Operative Fertilizer (U.S.) Inc. by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979; and (b) by Beker Industries Corporation and Western Co-Operative Fertilizer (U.S.) Inc. to Conda Partnership by assignment dated December 7, 1978 and approved on January 9, 1979 by the Bureau effective January 1, 1979.

5. Phosphate Lease Number Idaho 05549 from the United States of America to Husky Oil Company dated June 1, 1956, as modified by Agreement dated December 28, 1961, which Lease was (a) partially assigned to International Minerals and Chemicals Association ("IMC") by assignment dated December 29, 1967 and approved effective on April 1, 1968 by the Bureau of Land Management (the "Bureau") and which Lease was further partially assigned to IMC by assignment dated December 30, 1968 and approved effective on April 1, 1969 by the Bureau, such partial assignments together vesting full record title to the Lease with IMC; and (b) assigned by IMC to Conda Partnership by assignment dated September 24, 1982 and approved effective on May 1, 1983 by the Bureau.

6. Phosphate Lease Number Idaho 07942 from the United States of America to Husky Oil Company dated May 1, 1957, which Lease was (a) partially assigned to International Minerals and Chemicals Association ("IMC") by assignment dated December 29, 1967 and approved effective on April 1, 1968 by the Bureau of Land Management the "Bureau") and which Lease was further partially assigned to IMC by assignment dated December 30, 1968 and approved effective on April 1, 1969 by the Bureau, such partial assignments together vesting full record title to the Lease with IMC; and (b) assigned by IMC to Conda Partnership by assignment dated September 24, 1982 and approved effective on May 1, 1983 by the Bureau.

7. Phosphate Lease Number Idaho 07239 from the United States of America to Husky Oil Company dated June 1, 1956, which Lease was (a) partially assigned to International Minerals and Chemicals Association ("IMC") by assignment dated December 29, 1967 and approved effective on April 1, 1968 by the Bureau of Land Management (the "Bureau") and which Lease was further partially assigned to IMC by assignment dated December 30, 1968 and approved effective on April 1, 1969 by the Bureau, such partial assignments together vesting full record title to the Lease with IMC; and (b) assigned by IMC to Conda Partnership by assignment dated September 24, 1982 and approved effective on May 1, 1983 by the Bureau.

8. Phosphate Lease Number Idaho 07240 from the United States of America to Husky Oil Company dated June 1, 1956, which Lease was (a) partially assigned to International Minerals and Chemicals Association ("IMC") by assignment dated December 29, 1967 and approved effective on April 1, 1968 by the Bureau of Land Management (the "Bureau") and which Lease was further partially assigned to IMC by assignment dated December 30, 1968 and approved effective on April 1, 1969 by the Bureau, such partial assignments together vesting full record title to the Lease with IMC; and (b) assigned by IMC to Conda Partnership by assignment dated September 24, 1982 and approved effective on May 1, 1983 by the Bureau.

9. Idaho Lease Number I-19602 dated June 1, 1983 granted in favor of the Conda Partnership.

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*All Federal Mining Leases contained in this Schedule 4 were granted by the United States of America to the Leasee thereunder in perpetuity.

CONTINUED

10. MINING LEASE.

Executed by Ray Bateman and Pearl Bateman, husband and wife, to Eldon Young dated September 14, 1966 recorded June 20, 1967 in Book 12 of Miscellaneous Records at page 347 under recorder's instrument No. 89584 records of Bear Lake County, Idaho; the lessee's interest now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

11. MINING LEASE.

Dated July 26, 1972, by and between William G. Bee and Merla N. Bee, husband and wife, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 105190, records of Bear Lake County, Idaho; the lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

12. MINING LEASE.

Dated June 17, 1971, by and between Weyn Bird and Leona Bird, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 98362, records of Bear Lake County, Idaho, as assigned to Earth Sciences, Inc. by

instruments of assignment dated May 5, 1972, and recorded as instrument Nos. 98363 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

13. MINING LEASE.

Dated June 16, 1975 by and between Taft P. Budge and Jean P. Budge, husband and wife, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 115336, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

14. MINING LEASE.

Dated October 26, 1972 by and between William A. Froerer, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 115335, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

15. MINING LEASE.

Dated September 14, 1966 by and between E. H. Jackson and Lee Ora Jackson, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 89586, re-recorded as instrument No. 105188, records of Bear Lake County, Idaho, as assigned by the said lessee to Earth Sciences, Inc. by instruments dated May 5, 1972, and recorded as instrument Nos. 98374 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

16. MINING LEASE.

Dated May 24, 1971 by and between Lloyd C. Kennington and Naomi L. Kennington, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 96200, re-recorded as instrument No. 96327, records of Bear Lake County, Idaho, assigned to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98373 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's istrument number 127012, records of Bear Lake County, Idaho.

17. MINING LEASE.

Dated September 15, 1966 by and between Lloyd C. Kennington and Naomi L. Kennington, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 89583, records of Bear Lake County, Idaho, as assigned to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98359 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

18. MINING LEASE.

Dated June 17, 1971 by and between Elise Lewis, as lessor, and Eldon Young, as lessee, recorded as instrument No. 98364, records of Bear Lake County, Idaho which lease was assigned by lessee to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98365 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

19. MINING LEASE.

Dated June 21, 1971 by and between Wayne H. Nye and Anita Nye, husband and wife, Don C. Nye and Norma Nye,

husband and wife, as lessors, and Eldon Young, as lessee, recorded as instrument No. 98354, records of Bear Lake County, Idaho, as assigned to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98355 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

20. MINING LEASE.

Dated September 16, 1976 by and between Vyrink Orr and Josephine Orr, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 89585, records of Bear Lake County, Idaho which lease was assigned by lessee to Earth Sciences, Inc. by instruments dated May 5, 1972 recorded as instrument Nos. 98360 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

21. MINING LEASE.

Dated September 17, 1966 by and between Clarence Rich and Theresa A. Rich, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 89587, records of Bear Lake County, Idaho which lease was assigned by

lessee to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98361 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

22. MINING LEASE.

Dated July 17, 1972 by and between Jesse J. Scheidegger and Della G. Scheidegger, husband and wife, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 105189, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

23. MINING LEASE.

Dated August 8, 1974 by and between Preston C. Thomas and Lois M. Thomas, husband and wife, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 104432 which lease was extended by instrument dated August 7, 1979 recorded as instrument No. 120998, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981, recorded December 22, 1981

under recorder's instrument no. 127012, records of Bear Lake County, Idaho.

24. MINING LEASE.

Dated May 25, 1971 by and between Donald A. Thornock, as lessor, and Eldon Young, as lessee, recorded as instrument No. 96198, records of Bear Lake County, Idaho which lease was assigned by the lessee to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98371 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

25. MINING LEASE.

Dated June 24, 1971 by and between Clarissa B. Ward, Dean J. Ward and Meryle R. Ward, husband and wife, LaVell G. Ward and Meryle R. Ward, husband and wife, and LeRoy H. Ward and Carol P. Ward, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 98380, records of Bear Lake County, Idaho as assigned to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98381 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

26. MINING LEASE.

Dated June 16, 1971 by and between Glen P. Ward and Carol P. Ward, husband and wife, as lessor, and Eldon Young, as lessee, recorded as instrument No. 98367, records of Bear Lake County, Idaho as assigned to Earth Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument Nos. 98368 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

27. MINING LEASE.

Dated March 1, 1976 by and between F. Derrald White and Maxine W. White, husband and wife, Dee F. Houston and Dorothy W. Houston, husband and wife, as lessor, and Earth Sciences, Inc., as lessee, recorded as instrument No. 108390, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under recorder's instrument No. 127012, records of Bear Lake County, Idaho.

28. MINING LEASE.

Dated May 24, 1971 by and between Bernard C. Wilks and Lucille G. Wilks, as lessor, and Eldon Young, as lessee, recorded as instrument No. 96199, records of Bear Lake County, Idaho which lease was assigned by lessee to Earth

Sciences, Inc. by instruments dated May 5, 1972 and recorded as instrument numbers 98372 and 115332, records of Bear Lake County, Idaho; lessee's interest thereunder now being held by Conda Partnership pursuant to Assignment of Phosphate Leases dated September 3, 1981 recorded December 22, 1981 under instrument No. 127012, records of Bear Lake County, Idaho.

29. MINING LEASE.

State of Idaho Vanadium Lease No. 8113 dated October 1, 1978 by and between State of Idaho and Earth Sciences, Inc. as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Vanadium Lease dated October 6, 1981.

30. MINING LEASE.

State of Idaho Vanadium Lease No. 8114 by and between State of Idaho and Earth Sciences, Inc. as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Vanadium Lease dated October 6, 1981.

31. MINING LEASE.

State of Idaho Vanadium Lease No. 5497 dated July 29, 1973 by and between State of Idaho and Earth Sciences, Inc. as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Vanadium Lease dated October 6, 1981.

32. MINING LEASE.

State of Idaho Phosphate Lease No. 4010R dated April 8, 1976 by and between State of Idaho and Earth Sciences, Inc.

as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Phosphate Lease dated September 3, 1981.

33. MINING LEASE.

State of Idaho Phosphate Lease No. 4011R dated April 8, 1976 by and between State of Idaho and Earth Sciences, Inc. as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Phosphate Lease dated September 3, 1981.

34. MINING LEASE.

State of Idaho Phosphate Lease No. 7196 dated July 1, 1977 by and between State of Idaho and Earth Sciences, Inc. as assigned to Conda Partnership pursuant to State of Idaho Assignment of State Phosphate Lease dated September 3, 1981.

Schedule 5

PERMITTED PARTNERSHIP EXCEPTIONS

1. Mortgage executed by Earth Sciences, Inc. to Yankee Atomic Electric Company and Vermont Yankee Nuclear Power Corporation dated September 14, 1978, recorded September 29, 1978, under recorder's instrument number 116461 in the microfilm records of Bear Lake County, Idaho.

2. Mortgage executed by Conda Partnership to Earth Sciences, Inc. dated January 16, 1981, recorded July 10, 1981, under recorder's instrument number 125345 in the microfilm records of Bear Lake County, Idaho.

3. Mortgage executed by Earth Sciences, Inc. to Ramon E. Bisque and Duane N. Bloom and Douglas N. Stevens dated July 13, 1981, recorded August 7, 1981 under recorder's instrument number 125629.

4. Community Property Laws of the State of Idaho requiring the execution of instruments of assignments by spouses of individuals executing assignments in the chain of assignments to Conda Partnership.

5. Terms and provisions as contained in the said leases.

6. Mortgage executed by the Conda Partnership, a general partnership, to Circle Six Inc., an Idaho corporation, dated June 29, 1982, recorded June 29, 1982 under recorder's instrument number 128608 in the microfilm records of Bear Lake County, Idaho.

Schedule 6

Permitted Existing Partnership Indebtedness
(as of May 31, 1983)

CONDA PARTNERSHIP
Conda, Idaho

NOTES PAYABLE	
E.S.I. Liability	$ 350,000
Discounted Portion of Note	(35,309)
Bartschi Liability	2,661
	$ 317,352
OTHER	
Long Term Debt	
E.S.I. Liability	$ 3,500,000
Discounted Portion of Note	(1,213,632)
Bartschi Liability	61,773
	$ 2,348,141
Due to Partner-WCFL (U.S.) Inc.	$ 9,231,592

Schedule 7

Conda Partnership Interest

P

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
17	DIKES, DAMS, PONDS, ETC.			
D-1713001	IMPOUNDMENT PONDS			
19	ELECTRICAL			
D-1913001	DRY VALLEY ELEC.POWE			
38	PIPE, VALVES, AND FITTINGS			
D-3813001	WELL WATER PIPEING			
41	PUMPS AND DRIVES			
D-4113001	FUEL OIL PUMP.			
D-4113002	WELL#1 PUMP.			
48	SPUR TRACKS			
D-4813001	TIPPLE & TRACKS			
50	STRUCTURES AND BUILDINGS			
D-5013001	MINE OFFICE			
D-5013002	CONTROL HOUSE			
D-5013003	WAREHOUSE			
51	TANKS			
D-5113001	FUEL OIL TANK.			
D-5113002	WELL WATER TANK.			
56	WELLS ALL COST			
D-5613001	MINING WELL.			
68	SAMPLERS			
D-6813001	TIPPLE SAMPLER			

AREA - 14 NORTH ORE UNLOADING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0314001	UNLOADING HOPPER			
14	CONVEYORS AND DRIVES			
D-1414001	UNLOADING HOPPER			
D-1414003	UNLOADING BELT			
D-1414004	B-BED STOCKPILE BELT			
D-1414005	B-BED STACKER			
D-1414006	A-BED STACKER			
D-1414007	100 BELT STACKERBELT			
D-1414008	#1 B BED CONVEYOR			
D-1414009	#2 B BED CONVEYOR			
D-1414010	REJECT CONVEYOR			
D-1414011	RECLAIM CONVEYOR			
22	FEEDERS AND DRIVES			
D-2214002	EAST PAN FEEDER			
D-2214003	WEST PAN FEEDER			
44	SCREEN CLASSIFIERS			
D-4414001	SCREEN.NORTH UNLOAD			
46	SHAKE OUT WITH HOIST			
D-4614001	CAR SHAKER			

AREA - 15 WASH PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
01	AGITATORS, MIXERS, MECHANICAL BLENDERS AND DRIVES			
D-0115001	PILOT FLOATATION PLT			
03	BINS AND SILOS			
D-0315001	B-BED FEED BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1015000	P.M. VACUUM PUMPS			
D-1015001	VACUUM BLOWER #1			
D-1015002	VACUUM BLOWER #2			
D-1015003	VACUUM BLOWER #3			
D-1015004	VACUUM BLOWER #4			
D-1015005	VACUUM PRIMER			
14	CONVEYORS AND DRIVES			
D-1415000	PM CONVEYORS			
D-1415003	#7 CONVEYOR			
D-1415006	# 11 CONVEYOR			
D-1415007	#16 CONVEYOR			
D-1415008	ROD MILL RECYCLE BLT			
D-1415009	#12 CONVEYOR			
D-1415010	WASH ORE BELT RECLA.			
D-1415011	EXT BELT #13 SURGE			
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1515001	FIRST STAGE CYCLONES			
D-1515016	2ND STAGE CYCLONES			
D-1515031	3RD STAGE CYCLONES			
D-1515032	3RD STAGE #2 CYCLONE			
D-1515033	3RD STAGE #3 CYCLONE			
D-1515034	3RD STAGE #4 CYCLONE			
17	DIKES, DAMS, PONDS, ETC.			
D-1715001	TAILS POND #1			
D-1715002	TAILS POND #2			
D-1715003	TAILS POND #3			
D-1715004	#4 TAILINGS POND			
19	ELECTRICAL			
D-1915001	P.M. ELECT. EQUIP.			
D-1915002	#53 SUBSTATION			
20	ELEVATORS AND DRIVES			
D-2015002	RECYCLE ELEVATOR			
22	FEEDERS AND DRIVES			
D-2215000	WASHPLANT FEEDERS			
D-2215001				
D-2215002	SCRUBBER FEEDER			
D-2215003	OVERSIZE FEEDER			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2415001	#1 EXTRACTOR			
D-2415002	#2 EXTRACTOR			
D-2415003	#3 EXTRACTOR			
D-2415007				
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2615001	GAS FIRED FURNACE			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3015001	IMPACK CRUSHER			
D-3015002	RODMILL.			
D-3015003	ORE SCRUBBER & COOLR			

AREA - 15 WASH PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
32	HEATING, VENTILATION, NAD AIR CONDITIONING			
D-3215001	CONTROL ROOM HEATING			
D-3215002	VENTILATING FANS			
33	HOISTS			
D-3315000	PM HOISTS & MANLIFT			
D-3315001	MAN LIFT.			
D-3315002	ELECT. HOIST #54			
D-3315003	ELECT. HOIST #98			
D-3315004	ELECT. HOIST #79			
D-3315005	ELECT. HOIST #68			
D-3315006	TROMMEL SCREEN HOIST			
D-3315007	JAWCHRUSHER HOIST			
34	INSTRUMENTS AND CONTROLS			
D-3415001	P.M. PLANT INSTRUMEN			
38	PIPE, VALVES, AND FITTINGS			
D-3815001	RUBBERLINED PIPE			
D-3815002	TAILING LINES			
D-3815003	PROCESS WATER LINES			
D-3815004	RECLAIM WATER LINES			
41	PUMPS AND DRIVES			
D-4115000	PM MINOR PUMPS			
D-4115001	1 ST STAGE PUMP WEST			
D-4115002	1ST STAGE EAST PUMP			
D-4115003	2ND STAGE WEST			
D-4115004	2ND STAGE EAST PUMP			
D-4115005	3RD STAGE WEST PUMP			
D-4115006	3RD STAGE EASTPUMP			
D-4115007	TAIL PUMP 14			
D-4115008	TAILS PUMP NORTH			
D-4115009	RODMILL PUMP WEST			
D-4115010	RODMILL PUMP EAST.			
D-4115012	TAILS SEAL PUMP			
D-4115013	WASTE WATER PUMP			
D-4115014	EXT.FEED BOOSTER PUM			
D-4115015	SCRUBBER LUB. PUMP			
D-4115016	SUMP PUMP INSIDE			
D-4115017	MT. FUEL WELL PUMP			
D-4115018	#3TAILS PUMP RECLAIM			
D-4115019	RECLAIM SEAL PUMP			
D-4115020	TAILS RECLAIM PUMP			
D-4115021	#3 FLOAT POND PUMP			
D-4115022	GLAND WATER PUMP			
44	SCREEN CLASSIFIERS			
D-4415001	SCREEN WASH ORE			
D-4415006	RODMILL TROMMEL SCRE			
D-4415007	SCRUBBER TROMMEL SCR			
45	SCRUBBERS			
D-4515001	AIR SCRUBBER SUBSTAT			
50	STRUCTURES AND BUILDINGS			
D-5015002	WASHPLANT BUILDING			
D-5015003	PM MINOR W. P. EQUIP			
D-5015004	OIL SHED WASHPLANT			
51	TANKS			
D-5115001	1ST STAGE SUMP BOX			
D-5115002	2ND STAGE SUMP BOX			
D-5115003	3RD STAGE SUMP BOX			
D-5115004	SCRUBBER LUBE TANK			
D-5115005	WATER SOFTERNER			
D-5115007	RODMILL PRODUCT TANK			

AREA - 15 WASH PLANT

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
54	VESSELS AND ALL VESSEL INTERNALS			
D-5415001	VACUUM RECEIVER #1			
D-5415002	VACUUM RECIVER #2			
D-5415003	VACUUM RECIVER#3			
D-5415004	#4 VACUUM PUMP.			
56	WELLS ALL COST			
D-5615001	MOUNTAIN FUEL WELL			
58	TOOLS AND EQUIPMENT			
D-5815001	WELDING MACHINES			
68	SAMPLERS			
D-6815001	B-BED SAMPLER			
D-6815002	TAILS LINE SAMPLER			

AREA - 17 DRYER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0317001	DRYER SURGE BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1017000	VIB ANAL BLOWER/ FAN			
D-1017001	DRYER FLUID. BLOWER			
14	CONVEYORS AND DRIVES			
D-1417000	PM DRYER CONVEYORS			
D-1417001	DISCHARGE SCREW			
D-1417002	PRODUCT CONVEYOR			
D-1417003	DRYER FEED CONVEYOR			
D-1417004	DRIED ROCK TO #7 A-B			
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1517001	DRYER CYCLONE NORTH			
D-1517002	DRYER CYCLONE SOUTH			
19	ELECTRICAL			
D-1917001	P.M. ELECT. EQUIP.			
20	ELEVATORS AND DRIVES			
D-2017001	DISCHARGE ELEVATOR			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2117001	DRYER EXHAUST FAN			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2417000				
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2617001	DRYER.			
34	INSTRUMENTS AND CONTROLS			
D-3417001	P.M. PLANT INST.			
41	PUMPS AND DRIVES			
D-4117000	PM DRYER PUMPS			
D-4117001	DRYER #1 FEED PUMP			
D-4117002	DRYER DISCHARGE PUMP			
D-4117003				
45	SCRUBBERS			
D-4517001	DRYER SCRUBBER			
D-4517002	DRYER DUST SCRUBBER			
50	STRUCTURES AND BUILDINGS			
D-5017001	PM MINOR DRYER EQUIP			
68	SAMPLERS			
D-6817001	NORTH CYCLONE SAMPLE			
D-6817002	SOUTH CYCLONE SAMPLE			

AREA - 16 NORTH CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0316001	WET WASH ROCK BIN			
D-0316002	DRIED ROCK SILO WEST			
D-0316003	DRIED ROCK SILO EAST			
D-0316004	WEIGH FEED HOPPER			
D-0316005	A-BED/COAL SURGE BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1016000	VIB ANAL BLOWERS/FAN			
D-1016001	FLUIDIZING BLOWER	ROOTS CONNERSVILLE	H-24-DI8	700 HP
D-1016002	EXHAUST FAN BLOWER	BUFFALO FORGE	135 TYPE R	135 INCH
D-1016003	COOLER BLOWER	HOFFMAN INDUSTRIES	77103	150 HP
D-1016004	ASPIRATING BLOWER	HOFFMAN	38405A	60 HP
D-1016006	PM AIR COMPRESSORS			
D-1016007	INST. AIR DRYER	LECTRODRYER	TYPE BZ	
D-1016008	PLANT AIR COMP.#1	INGERSOLL-RAND	ESV-1	12 X9
D-1016009	PLANT AIR COMP. #2	INGERSOLL-RAND	ESV-1	12 X9
D-1016010	PLANT AIR COMP.#3			
14	CONVEYORS AND DRIVES			
D-141600	CALCINER FEED BELT			
D-1416000	PM N. CAL. CONVEYORS			
D-1416002	CALCINER FEED BELT			20 X20DEG
D-1416003	COOLER DISCG. SCREW	DODGE REDUCER TDT715	27 DIA	20 HP
D-1416005	DRIED WEIGH DIS.BELT	MERRICK SCALES	SR#WLC7762	29 X34 6
D-1416006	SILO DIS.SCREW WEST	DODGE CD-418	18 SCREW	10 HP MOT
D-1416007	SILO DIS. SCREW EAST	DODGE CD-418 DRIVE	18 SCREW	10HP MOTOR
D-1416008	WASH ORE WEIGH BELT			24 INCH
D-1416009	PRODUCT CONVEYOR	DODGE TDT425 10 HP	24 20DEG	
D-1416013	DRIEDROCK FEED SCREW	DODGE TDT 525 RED		24 SCREW
D-1416014	PM A BED BELT SYSTEM			
D-1416015	A-BED TRANFER BELT			24 X20DEG
D-1416016	A-BED PAN FEEDER	HEWITT-ROBBINS	36 X12FT	3HP.1740
D-1416017	#6 A-BED BELT	HEWITT-ROB 207-1H-26	5 HP	
D-1416018	#7 A-BED CONVEYOR			
D-1416019	#8 A-BED BEWLT	FOOTS 207-H26	3 HP	18 X20DEG
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1516001	HOT DUST CYCLONE			
D-1516002	PRIMARY CYCLONE			
D-1516003	SECONDARY CYCLONE			
D-1516004	COOLER DUST CYCLONE			
16	DUCTS AND STACKS			
D-1616001	CAL.BLOW.INLET DUCT			
D-1616002	CALCINER INLET DUCT			
D-1616003	HOT CYC. INLET DUCT			
D-1616004	HOT CYC.OUTLET DUCT			
D-1616005	PRIMARY CYC.FEED DUC			
D-1616006	2ND STAGE FEED DUCT			
D-1616007	EX.FAN INTAKE DUCT			
D-1616008	EX.FAN DISCG.DUCT			
D-1616009	SCRUBBER STACK			
D-1616010	COOLER INTAKE DUCT			
D-1616011	COOLER INLET DUCT			
D-1616012	COOL CYC.INLET DUCT			
D-1616013	COOL CYC DISG.DUCT			
19	ELECTRICAL			
D-1916001	PM ELECT. EQUIPMENT			
D-1916002	PM #51 SUBSTATION			
D-1916003	#52 SUBSTATION			
20	ELEVATORS AND DRIVES			
D-2016000	PM ELEVATORS			
D-2016003	SILO DIS.ELEV. WEST			
D-2016004	SILO DIS.ELEV. EAST			
D-2016006	B-BED RECYCLE ELEV.			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2116002	DRYROCK BAGHOUSE FAN			

AREA - 16 NORTH CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
22	FEEDERS AND DRIVES			
D-2216001	COOLER ROTARY VALVE			
D-2216004	BAGHOUSE ROTARY VALV			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2416003	DRIED ROCK BAGHOUSE			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2616001	PREHEAT BURNER			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3016001	B-BED HAMMERMILL			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3116001	PRODUCT COOLER			
34	INSTRUMENTS AND CONTROLS			
D-3416001	PM PLANT INST.			
41	PUMPS AND DRIVES			
D-4116000	PM NORTH CALC. PUMPS			
D-4116001	STANDBY FUEL PUMP			
D-4116002	STANDBY FUEL PUMP			
D-4116003	SCRUBBER PUMP #1			
D-4116004	CALCINER BOOSTER PUM			
D-4116005	COMP. SUMP PUMP			
D-4116006	BOOSTER PUMP EXHAUST			
D-4116007	SCRUBBER PUMP #2			
D-4116008	AFTER COOLER PUMP.			
44	SCREEN CLASSIFIERS			
D-4416001	B-BED SCREENS			
45	SCRUBBERS			
D-4516001	EXHAUST FAN SCRUBBER			
D-4516002	SCREW SCRUBBER			
50	STRUCTURES AND BUILDINGS			
D-5016001	PM MINOR N.CAL EQUIP			
59	SCALES AND WEIGHING EQUIPMENT			
D-5916001	CALCINER FEED SCALES			
D-5916002	PRODUCT SCALES			
66	CALCINER			
D-6616001	CALCINER			

AREA - 07 SOUTH CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0307001	400 TON BIN EAST			
D-0307002	CALCINES BIN 4,000			
D-0307004	400 TON BIN WEST			
14	CONVEYORS AND DRIVES			
D-1407000	PM CONVEYOR SYSTEM			
D-1407001	#9 PRODUCT CONVEYOR			
D-1407003	#8 FEED CONVEYOR			
D-1407004	#88 SCREW CONVEYOR			
D-1407005	PM RC BELT SYSTEM			
D-1407006	FEEDER BELT TO R.C.1			
D-1407007	R.C.#1 CONVEYOR			
D-1407008	R.C.#2 CONVEYOR			
D-1407009	R.C.#3 CONVEYOR			
D-1407010	R.C.#4 CONVEYOR			
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1507001	COLD CYCLONES			
D-1507002	HOT CYCLONES			
D-1507003	COOLER CYCLONES			
16	DUCTS AND STACKS			
D-1607001	SCRUBBER DISCH.STACK			
19	ELECTRICAL			
D-1907001	PM ELEC. EQUIP.			
D-1907002	#4 SUBSTATION			
D-1907003	#12 SUBTATION			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2107000	VIB. ANAL. & PM			
D-2107001	COOLER FLUI.BLOWER			
D-2107002	EXHAUST FAN			
D-2107003	ASPIRATING BLOWER			
D-2107004	CALC. FLUID.BLOWER			
D-2107005	DUST FAN 4000 TON			
D-2107006	AIR PLANE FAN			
22	FEEDERS AND DRIVES			
D-2207000	PM FEEDERS PAN FEED,			
D-2207001	DISCHG.FEEDER #1			
D-2207002	DISCHG.FEEDER #2			
D-2207003	SILO DISCH.SCREW #1			
D-2207004	SILO DISCHG.SCREW #2			
D-2207006	AFTERCOOL ROTARY VAL			
D-2207009	COLD CYCLONE TRIC.VA			
D-2207010	WASH ORE FEED TO RC1			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2407000	PM DUST COLLECTORS			
D-2407001	DUST COLL 4000 TON B			
D-2407002	DUST COLLECTOR RC#4			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2607001	CALCINER HEATUP BURN			
D-2607002	CALCINE BURNER CONTR			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3107001	AFTER COOLER			
32	HEATING, VENTILATION, NAD AIR CONDITIONING			
D-3207001	CON.ROOM HEAT &AIR			
D-3207002	MISC.HEATING AND AIR			
34	INSTRUMENTS AND CONTROLS			
D-3407001	PM INSTRUMENTS			

AREA - 07 SOUTH CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
41	PUMPS AND DRIVES			
D-4107000	PM SOUTH CALC. PUMPS			
D-4107001	SCRUBBER PUMP #1			
D-4107002	SCRUBBER PUMP #2			
D-4107003	SPRAY BOOSTER PUMP			
D-4107004	CALCINE SUMP PUMP			
45	SCRUBBERS			
D-4507001	COLD CYC. SCRUBBER			
D-4507002	SCRUBBER DUCTWORK			
D-4507003	SCREW SCRUBBER			
50	STRUCTURES AND BUILDINGS			
D-5007001	CALCINER BUILDING			
D-5007002	PM MINOR S.CAL EQUIP			
51	TANKS			
D-5107001	SCRUBBER SEAL TANK			
58	TOOLS AND EQUIPMENT			
D-5807001	WELDING MACH.			
59	SCALES AND WEIGHING EQUIPMENT			
D-5907000	PM WEIGH BELTS			
D-5907001	FEED WEIGH BELT			
D-5907002	PRODUCT WEIGH BELT			
D-5907003	SCALES ON #RC3			
60	BRICK LINING ACID AND THERMO			
D-6007001	DOME BRICK			
66	CALCINER			
D-6607001	CALCINER			

AREA - 20 #3 CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0320001	FEED BIN #1			
D-0320002	FEED BIN #2			
D-0320003	A-BED/COAL SURGE BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1020000	VIB ANAL BLOWERS/FAN			
D-1020001	FLUIDIZING BLOWER			
D-1020002	ASPIRATING BLOWER			
D-1020003	AFTERCOOLER BLOWER			
D-1020004	JOY COMPRESSOR			
D-1020005	ROTARY AIR COMPRESS.			
D-1020006	AIR DRYER			
D-1020007	PM AIR COMPRESSORS			
14	CONVEYORS AND DRIVES			
D-1420000	PM #3 CALC CONVEYORS			
D-1420001	SA03 CONVEYOR.			
D-1420002	FEED CONVEYOR.			
D-1420003	SA04 CONVEYOR			
D-1420004	SA05 DISCHRG.SCREW.			
D-1420005	SA06 PRODUCT BELT			
D-1420006	AC-2 WEST-EAST BELT			
D-1420007	AC-3 BELT			
D-1420008	AC-4 OVERSIZE BELT			
D-1420009	AC-5 RECYCLE BELT			
D-1420010	AC-6 FEEDER BELT			
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1520001	PRIMARY CYCLONES			
D-1520003	COOLER CYCLONE			
D-1520004	HOT CYCLONES			
19	ELECTRICAL			
D-1920001	ELECTRICAL REPAIRS			
20	ELEVATORS AND DRIVES			
D-2020001	S901 FEED ELEVATOR.			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2120001	SCRUBBER FAN			
22	FEEDERS AND DRIVES			
D-2220000	PM FEEDERS ROTARYVAL			
D-2220001	APRON FEEDER #1 SA16			
D-2220002	APRON FEEDER#2 SA17			
D-2220003	AFTERCOOLER ROTARY V			
D-2220004	AC-1 FEEDER BELT			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3020001	ABED/COAL HAMMERMILL			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3120001	FLUID BED AFTERCOOLR			
34	INSTRUMENTS AND CONTROLS			
D-3420001	PM PLANT INSTRUMENTS			
41	PUMPS AND DRIVES			
D-4120000	PM #3 CALC PUMPS			
D-4120001	BOOSTER PUMP.			
D-4120002	SCRUBBER PUMP.			
D-4120004	SUMP PUMP			
D-4120006	PREHEAT PUMP			

AREA - 20 #3 CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-4120008	OIL PUMP #2			
D-4120009	OIL PUMP#3			
D-4120011	OIL PUMP #5			
44	SCREEN CLASSIFIERS			
D-4420001	A-BED/COAL SCREEN			
45	SCRUBBERS			
D-4520001	VENTURI SCRUBBER			
50	STRUCTURES AND BUILDINGS			
D-5020001	#3 CALCINER BUILDING			
D-5020002	PM MINOR #3CAL EQUIP			
58	TOOLS AND EQUIPMENT			
D-5820001	WELDING MACHINE			
59	SCALES AND WEIGHING EQUIPMENT			
D-5920001	WEIGH FEEDER			
D-5920002	PRODUCT BELT SCALE			
66	CALCINER			
D-6620001	CALCINER			

AREA - 21 #4 CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
01	AGITATORS,MIXERS, MECHANICAL BLENDERS AND DRIVES			
D-0121001	SUMP AGITATOR			
03	BINS AND SILOS			
D-0321001	CAKE FEED BIN			
D-0321002	FEED BIN EAST			
D-0321004	A-BED/COAL SURGE BIN			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1021000	VIB ANAL BLOWERS/FAN			
D-1021001	FLUIDIZING BLOWER			
D-1021002	ASPIRATING BLOWER			
D-1021003	AFTERCOOLER BLOWER			
D-1021004	PLANT AIR COMPRESSOR			
D-1021005	INSTRUMENT AIR COMP.			
D-1021006	INSTR. AIR DRYER			
D-1021007	PM AIR COMPRESSORS			
14	CONVEYORS AND DRIVES			
D-1421000	PM #4 CALC CONVEYORS			
D-1421001	FEED BELT #310			
D-1421002	SCREW CONVEYOR			
D-1421003	PRODUCT CONVEYOR			
D-1421004	FEED CONVEYOR #230			
D-1421005	229 FEED BELT			
D-1421006	SAO #3 FROM RC#2			
D-1421007	SA#18 BIN CROSS BELT			
D-1421009	AC-2 WEST-EAST BELT			
D-1421010	AC-3 BELT			
D-1421011	AC-4 OVERSIZE BELT			
D-1421012	AC-5 RECYCLE BELT			
D-1421013	AC-6 FEEDER BELT			
15	CYCLONE CLASSIFIERS AND MECHANICAL CLASSIFIERS			
D-1521001	PRIMARY CYCLONE			
D-1521003	HOT CYCLONE #1			
16	DUCTS AND STACKS			
D-1621001	SCRUBBER STACK			
19	ELECTRICAL			
D-1921001	PM ELECT. EQUIP.			
D-1921002	TRANSFORMER #25.901			
D-1921003	TRANSFORMER #25.911			
D-1921004	PRIMARY SUBSTAION 25			
D-1921005	SECONDARY SUBSTATION			
D-1921006	SWITCH GEAR 25.903			
D-1921007	SWITCH GEAR #25.913			
20	ELEVATORS AND DRIVES			
D-2021001	FEED ELEVATOR			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2121001	EXHAUST FAN			
D-2121002	BAG HOUSE FAN #1			
22	FEEDERS AND DRIVES			
D-2221001	AFTERCOOL ROTARY VAL			
D-2221002	2ND ARY TRICKLE #1			
D-2221003	2ND ARY TRIC.VALVE 2			
D-2221004	PRIMARY TRIC.VALVE 1			
D-2221005	PRIMARY TRICKLE VA 2			
D-2221006	PROD. CONVERTER GATE			
D-2221007	FEED DIVERTER GATE			
D-2221010	AC-1 BELT FEEDER			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2421001	AIR FILTER FLUID.BLO			

AREA - 21 #4 CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-2421002	ASPIR.BLOWER FILTER			
D-2421003	AFTER COOLER FILTER			
D-2421004	#1 BAG HOUSE			
26	FURNACES, FIRED HEATERS, FIRED DRYERS AND DRIVES			
D-2621001	SPACE HEATER #1			
D-2621002	SPACE HEATER #2			
D-2621003	PREHEAT BURNER			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3021001	ABED/COAL HAMMERMILL			
31	HEAT EXCHANGERS, EVAPORATORS, AND COOLERS			
D-3121001	AFTERCOOLER #21.375			
32	HEATING, VENTILATION, NAD AIR CONDITIONING			
D-3221001	HEATING AND VENTILA			
D-3221002	SWAMP COOLER			
34	INSTRUMENTS AND CONTROLS			
D-3421001	PM INSTRUMENTS			
38	PIPE, VALVES, AND FITTINGS			
D-3821001	AFT. COOLER DIS.VALV			
D-3821002	BAGHOUSE VALVE			
D-3821003	BUTTERFLY VALVES			
D-3821004	CHECK VALVES			
D-3821005	COOLER VALVE			
41	PUMPS AND DRIVES			
D-4121000	PM #4 CALC PUMPS			
D-4121001	SCRUBBER PUMP #1			
D-4121002	SCRUBBER PUMP #2			
D-4121003	RECLAIM PUMP			
D-4121004	SLUDGE PUMP			
D-4121005	POTABLE WATER PUMP			
D-4121006	SUMP PUMP			
D-4121007	CAUSTICE PUMP			
44	SCREEN CLASSIFIERS			
D-4421001	A-BED/COAL SCREEN			
45	SCRUBBERS			
D-4521001	CALCINER SCRUBBER			
D-4521002	AFTER COOLER SCRUBBE			
50	STRUCTURES AND BUILDINGS			
D-5021001	CALCINER BUILDING			
D-5021002	PM MINOR #4CAL EQUIP			
51	TANKS			
D-5121001	SCRUBBER SEAL TANK			
58	TOOLS AND EQUIPMENT			
D-5821001	WELDING MACHINE			
59	SCALES AND WEIGHING EQUIPMENT			
D-5921000	PM WEIGH BELTS			
D-5921001	WEIGH BELT FEED			
D-5921002	PRODDUCT WEIGH BELT			
D-5921003	FEED BELT TO #229			
60	BRICK LINING ACID AND THERMO			
D-6021001	DOME BRICK			

AREA - 21 #4 CALCINER

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-6021002	WALL BRICK			
66	CALCINER			
D-6621001	CALCINER			

AREA - 19 ROCK SHIPPING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0319001	LOADOUT SURGE BIN			
D-0319002	#2 BIN 6000 TON			
D-0319003	#1 BIN 6000 TON			
10	COMPRESSORS AND RELATED EQUIPMENT, BLOWERS, AND DRIVES			
D-1019001	PRODUCT DUST BLOWER			
14	CONVEYORS AND DRIVES			
D-1419000	PM ROCK SHIP CONVS			
D-1419001	PROD.LOADOUT BELT			
D-1419002	C#2 CONVEYOR			
D-1419003	C#3 CONVEYOR			
D-1419005	C#5 CONVEYOR			
D-1419006	C#6 CONVEYOR			
D-1419007	#19 CONVEYOR			
D-1419008	#20 CONVEYOR			
D-1419009	SA10 CONVEYOR			
D-1419010	DUST SCREW			
16	DUCTS AND STACKS			
D-1619002	HEADER DUCT			
D-1619012	DUST BLOWER INTAKE D			
D-1619015	LOADOUT SPOUT			
19	ELECTRICAL			
D-1919001	PM ELECT. EQUIP.			
20	ELEVATORS AND DRIVES			
D-2019001	SB02 ELEVATOR			
21	FANS AND DRIVES EXHAUST FANS, ETC.			
D-2119001	DUST COLL.FAN 6000 B			
22	FEEDERS AND DRIVES			
D-2219000	PM SCREW FEEDERS			
D-2219001	DUST TRICKLE VALVE			
D-2219002	#1 SCREW PRODUCT BEL			
D-2219003	#2 SCREW FEEDER#1BIN			
D-2219004	#3 SCREW PRODUCT BEL			
D-2219006	SCREW TO SB02 ELEVA.			
D-2219007	#1SCREW FROM #2 BIN			
D-2219008	#2 SCREW TO #4 BELT			
D-2219009	#3 SCREW TO #6 BELT			
D-2219010	#4 SCREW FROM #2 BIN			
24	FILTERS WET AND DRIVES, FILTERS DRY --BAGHOUSES			
D-2419000	PM DUST SYSTEM			
D-2419002	LOADOUT BAG FILTER			
D-2419003	#1 BAG HOUSE 6000BIN			
D-2419004	#2 BAGHOUSE 6000 BIN			
34	INSTRUMENTS AND CONTROLS			
D-3419001	PM PLANT INSTRUMENTS			
50	STRUCTURES AND BUILDINGS			
D-5019001	PRODUCT LOAD BUILDIN			
D-5019002	PM MINOR 5420 EQUIP			
D-5019003	TUNNEL			
59	SCALES AND WEIGHING EQUIPMENT			
D-5919001	PRODUCT WEIGHTOMETER			
68	SAMPLERS			
D-681900	LOADOUT AUTO SAMPLER	JOY DENVER	AUTOVEZIN	48 INCH

AREA - 19 ROCK SHIPPING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
D-6819001	LOADOUT AUTO SAMPLER	JOY DENVER	AUTOVEZIN	48 INCH

AREA – 01 SOUTH ORE UNLOADING

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0301001	TRACK UNLOAD HOPPER			80 TON
D-0301002	RECLAIM HOPPER			
14	CONVEYORS AND DRIVES			
D-1401000	PM ROM BELT SYSTEM			
D-1401001	ROM #1 CONVEYOR			
D-1401002	ROM #3 CONVEYOR			
D-1401004	ROM #6 CONVEYOR			
D-1401005	ROM #4 CONVEYOR			
D-1401006	ROM #5 CONVEYOR			
D-1401007	ROM #7 CONVEYOR			
22	FEEDERS AND DRIVES			
D-2201002	A-BED VIB. FEEDER			
D-2201003	NORTH TRACK FEEDER			
D-2201004	SOUTH TRACK FEEDER			
30	GRINDERS, PULVERIZERS, AND DRIVES			
D-3001001	ROM HAMMERMILL			
41	PUMPS AND DRIVES			
D-4101001	UNLOADING SUMP PUMP			
44	SCREEN CLASSIFIERS			
D-4401000	PM A BED SCREENS/FDR			
D-4401001	ROM VIB SCREEN #1			
D-4401002	ROM VIB. SCREEN #2			
50	STRUCTURES AND BUILDINGS			
D-5001001	ROM BUILDING			
D-5001002	PM MINOR ROM EQUIP			
59	SCALES AND WEIGHING EQUIPMENT			
D-5901001	SCALES #6 CONVEYOR			

AREA - 12 NORTH ORE RECLAIM

D NUMBER	DESCRIPTION	MANUFACTURER	MODEL	SIZE
03	BINS AND SILOS			
D-0312001	B BED RECLAIM HOPPER			
D-0312002	A BED RECLAIM HOPPER			
14	CONVEYORS AND DRIVES			
D-1412001	PROCESS FEED BELT			
50	STRUCTURES AND BUILDINGS			
D-5012001	UNDERGROUND RECLAIM			
59	SCALES AND WEIGHING EQUIPMENT			
D-5912001	WEIGHTOMETER			

CONDA PARTNERSHIP

Bear Lake County, Idaho:

Township 10 South, Range 44 East of the Boise Meridian:

Section 23: Lot 4.
Section 24: Lots 1, 2, 3, 4 and 5, NW¼SE¼, NE¼SW¼.
Section 25: Lots 1, 2, 3, 4, 5 and 6.

Township 10 South, Range 45 East of the Boise Meridian:

Section 19: Lots 7, 8 and 9.
Section 30: Lot 2.

Great Deposit and Great Producer Placer Mining Claims, designated by the Surveyor-General as survey No. 2558, embracing a portion of Township 11 South, Range 44 East and a portion of Section 18, Township 11 South, Range 45 East of the Boise Meridian, and bounded, described, and platted as follows:

Beginning, for the description of the Great Deposit Placer Claim, at corner No. 1, a pine post 4 feet long, 4 inches square, marked 1 - 14- 2558, in mound of stone and earth, from which U. S. Mineral Monument No. 2 Bears North 5°52' West 4420.6 feet distant

thence, first course, South 1320 feet to corner No. 2 a pine post 4 feet long 4 inches square, marked 2 - 2558, in mound of stone and earth;
thence, second course, East 660 feet to corner No. 3, a pine post 4 feet long, 4 inches square, marked 3 - 2558, in mound of stone and earth;
thence, third course, South 1320 feet to corner No. 4, a pine post 4 feet long, 4 inches square, marked 4 - 2558, in mound of stone and earth;
thence, fourth course, East 660 feet to corner No. 5, a pine post 4 feet long, 4 inches square, marked 5 - 2558, in mound of stone and earth;
thence, fifth course, South 1320 feet to corner No. 6, a pine post 4 feet long 4 inches square, marked 6 - 2558, in mound of stone and earth;
thence, sixth course, East 660 feet to corner No. 7, a pine post 4 feet long, 4 inches square, marked 7 - 2558, in mound of stone and earth;
thence, seventh course, South 1320 feet to corner No. 8, a pine post 4 feet long, 4 inches square, marked 8 - 2558, in mound of stone and earth;
thence, eighth course East 1320 feet to corner No. 9, a pine post 4 feet long, 4 inches square, marked 9 - 2558, in mound of stone and earth;
thence, ninth course, North 1320 feet to corner No. 10, a pine post 4 feet long, 4 inches square, marked 10 - 2558, in mound of stone and earth;
thence, tenth course, West 660 feet to corner No. 11, a pine post 4 feet long, 4 inches square, marked 11 - 2558, in mound of stone and earth;
thence, eleventh course, North 1320 feet to corner No. 12, a pine post 4 feet long, 4 inches square, marked 12 - 2558, in mound of stone and earth;
thence, twelfth course West 660 feet to corner No. 13, a pine post 4 feet long, 4 inches square, marked 13 - 2558, in mound of stone and earth;
thence, thirteenth course, North 1320 feet to corner No. 14, a pine post 4 feet long, 4 inches square marked 14 - 2558, in mound of stone and earth;
thence, fourteenth course West 660 feet to corner No. 15, a pine post 4 feet long, 4 inches square, marked 15 - 2558, in mound of stone and earth;
thence, fifteenth course, North 1320 feet to corner No. 16, a pine post 4 feet long, 4 inches square, marked 16 - 13- 2558, in mound of stone and earth;
thence, sixteenth course, West 1320 feet to corner No. 1, the place of beginning;

Beginning, for the description of the Great Producer Placer Claim, at corner No. 1, a pine post 4 feet long, 4 inches square, marked 1 - 2558, in mound of stone and earth, from which said U. S. Mineral Monument No. 2, Bears North 80°47' East 168.4 feet distant;
thence, first course, West 660 feet to corner No. 2 a pine post 4 feet long, 4 inches square, marked 2 - 2558, in mound of stone and earth;
thence, second course, North 568.1 feet to corner No. 3, a pine post 4 feet long, 4 inches square, marked 3 - 2558, in mound of stone and earth;
thence, third course, East 1319.3 feet to corner No. 4, a pine post 4 feet long, 4 inches square, marked 4 - 2558, in mound of stone and earth;
thence, fourth course, South 568.1 feet to corner No. 5, a pine post 4 feet long, 4 inches square, marked 5 - 2558, in mound of stone and earth;
thence, fifth course, East 618.9 feet to corner No. 6, a pine post 4 feet long, 4 inches square, marked 6 - 2558, in mound of stone and earth;
thence, sixth course, South 410.4 feet to corner No. 7, a pine post 4 feet long, 4 inches square, marked 7 - 2558, in mound of stone and earth;
thence, seventh course East 660 feet to corner No. 8, a pine post 4 feet long, 4 inches square, marked 8 - 2558, in mound of stone and earth;
thence, eighth course, South 660 feet to corner No. 9, a pine post 4 feet long, 4 inches square, marked 9 - 2558, in mound of stone;
thence, ninth course, East 330 feet to corner No. 10, a pine post 4 feet long, 4 inches square, marked 10 - 2558, in mound of stone and earth;
thence, tenth course, South 1980 feet to corner No. 11, a pine post 4 feet long, 4 inches square, marked 11 - 2558, in mound of stone and earth;
thence, eleventh course, West 330 feet to corner No. 12, a pine post 4 feet long, 4 inches square, marked 12 - 2558, in mound of stone and earth;
thence, twelfth course, South 1320 feet to corner No. 13, identical with corner No. 16, of said great deposit placer claim;
thence, thirteenth course, West 1320 feet to corner No. 14, identical with corner No. 1 of said great deposit placer claim;
thence, fourteenth course, North 1320 feet to corner No. 15, a pine post 4 feet long, 4 inches square, marked 15 - 2558, in mound of stone and earth;
thence, fifteenth course, East 330 feet to corner No. 16, a pine post 4 feet long, 4 inches square, marked 16 - 2558, in mound of stone and earth;
thence, sixteenth course, North 1980 feet to corner No. 17, a pine post 4 feet long, 4 inches square, marked 17 - 2558, in mound of stone and earth;
thence, seventeenth course, West 288.2 feet to corner No. 18, a pine post 4 feet long, 4 inches square, marked 18 - 2558, in mound of stone and earth;
thence, eighteenth course, North 459.8 feet to corner No. 19, a pine post 4 feet long, 4 inches square, marked 19 - 2558, in mound of stone and earth;
thence, nineteenth course, WEst 660 feet to corner No. 20, a pine post 4 feet long, 4 inches square, marked 20 - 2558, in mound of stone and earth;
thence, twentieth course, North 610.6 feet to corner No. 1, the place of beginning.

Highland placer mining claim, designated by the Surveyor General as Survey No. 2497, embracing a portion of the unsurveyed public domain and Township 11 South, Range 44 East of the Boise Meridian, Bear Lake County, Idaho, and bounded, described, and platted as follows:

Beginning at corner No. 1, a pine post 4 inches square, 4 feet long, marked 1 - 2497, in mound of earth and stone, from which the Northwest corner of Section 3 in Township 11 South of Range 44 East of the Boise Meridian, bears South 89°52' West 10,015 feet distant;

thence, first course, South 2636.9 feet to corner No. 2, a pine post 4 inches square, 4 feet long, marked 2 - 2497, in mound of earth and stone;
thence, second course, East 1320 feet to corner No. 3, a pine post 4 inches square, 4 feet long, marked 3 - 2497, in mound of earth and stone;
thence, third course, North 2640 feet to corner No. 4, a pine post 4 inches square, 4 feet long, marked 4 - 2497, in mound of earth and stone;
thence, fourth course, North 89°52' East 660 feet to corner No. 5, a pine post 4 inches square, 4 feet long, marked 5 - 2497, in mound of earth and stone;
thence, fifth course, North 1167.1 feet to corner No. 6, a pine post 4 inches square 4 feet long, marked 6 - 2497, in mound of earth and stone;
thence, sixth course, East 990 feet to corner No. 7, a pine post 4 inches square, 4 feet long, marked 7 - 2497, in mound of earth and stone;
thence, seventh course, North 660 feet to corner No. 8, a pine post 4 inches square, 4 feet long, marked 8 - 2497, in mound of earth;
thence, eighth course, East 330 feet to corner No. 9, a pine post 4 inches square, 4 feet long, marked 9 - 2497, in mound of earth and stone;
thence, ninth course, North 660 feet to corner No. 10, a pine post 4 inches square, 4 feet long, marked 10 - 2497, in mound of earth and stone;
thence, tenth course, West 1320 feet to corner No. 11, a pine post 4 inches square, 4 feet long, marked 11 - 2497, in mound of earth;
thence, eleventh course, South 660 feet to corner No. 12, a pine post 4 inches square, 4 feet long, marked, 12- 2497, in mound of earth and stone;
thence, twelfth course, West 330 feet to corner No. 13, a pine post 4 inches square, 4 feet long, marked 13 - 2497, in mound of earth and stone;
thence, thirteenth course, South 510.2 feet to corner No. 14, a pine post 4 inches square, 4 feet long, marked 14 - 2497, in mound of earth and stone;
thence, fourteenth course, West 990 feet to corner No. 15, a pine post 4 inches square, 4 feet long, marked 15 - 2497, in mound of earth and stone;
thence, fifteenth course, South 1320 feet to corner No. 16, a pine post 4 inches square, 4 feet long, marked 16 - 2497, in mound of earth and stone;
thence, sixteenth course, South 89°52' West 660 feet to corner No. 1, the place of beginning.

Superior, Superior No. 1, Superior No. 2, and Superior No. 3 placer mining claims, designated by the Surveyor General as Survey No. 2783, embracing a portion of the unsurveyed Public Domain, in Bear Lake County, Idaho, and bounded, described, and platted as follows:

Beginning for the description of the Superior placer claim at corner No. 1, a limestone 26 x 8 x 6 inches, marked 1 - 2783, from which U. S. Mineral Monument No. 1 bears North 89°49' East 5472.3 feet distant;
thence, first course, South 89°06' West 1182.2 feet to corner No. 2, a sandstone 24 x 10 x 5 inches, marked 2 - 2783;
thence, second course, South 2°32' West 5051.4 feet to corner No. 3, a limestone 24 x 8 x 6 inches, marked 3 - 2783;
thence, third course, East 1311 feet to corner No. 4, a sandstone 24 x 12 x 5 inches, marked 4 - 2783;
thence, fourth course, North 1°04' East 5065.9 feet to corner No. 1, the place of beginning.

Beginning for the description of the Superior No. 1 placer claim at corner No. 1, identical with corner No. 1 of said Superior placer claim;
thence, first course, South 89°06' West 1182.2 feet to corner No. 2, identical with corner No. 2 of said Superior placer claim;

thence, second course, North 2°39' West 2564.3 feet to corner No. 3, a limestone 28 x 8 x 4 inches, marked 3 - 2783;
thence, third course, West 529.21 feet to corner No. 4, a limestone 28 x 8 x 5 inches, marked 4 - 2783;
thence, fourth course, North 2°24' East 2615.8 feet to corner No. 5, a sandstone 24 x 6 x 4 inches, marked 5 - 2783;
thence, fifth course, South 87°46' East 1143.8 feet to corner No. 6, a limestone 24 x 12 x 8 inches, marked 1 - 2783;
thence, sixth course, South 58' West 2569.4 feet to corner No. 7, a limestone 28 x 8 x 5 inches, marked 7 - 2783;
thence, seventh course, North 79°42' East 524.8 feet,to corner No. 8 a shale stone 24 x 10 x 8 inches, marked 8 - 2783;
thence, eighth course, South 2°16' East 2638.8 feet to corner No. 1, the place of beginning.

Beginning for the description of the Superior No. 2 placer claim at corner No. 1, identical with corner No. 6 of said Superior No. 1 placer claim, from which said U. S. Mineral Monument No. 1 bears South 49°54' East 7909.3 feet distant;
thence, first course, North 87°46' West 1143.8 feet to corner No. 2, identical with corner No. 5 of said Superior No. 1 placer claim;
thence, second course, North 1°08' West 2559 feet to corner No. 3, a limestone 24 x 12 x 8 inches, marked 3 - 2783;
thence, third course, East 309.93 feet to corner No. 4, a limestone 24 x 12 x 5 inches, marked 4 - 2783;
thence, fourth course, North 7°45' East 2434.3 feet to corner No. 5, a limestone 24 x 10 x 8 inches, marked 5 - 2783;
thence, fifth course, South 87°18' East 1141 feet to corner No. 6, a chert stone 24 x 8 x 6 inches, marked 6 - 2783;
thence, sixth course, South 4°17' East 2324.6 feet to corner No. 7, a limestone 26 x 12 x 8 inches, marked 7 - 2783;
thence, seventh course, South 89°54' West 641.1 feet to corner No. 8, a chert stone 24 x 12 x 6 inches, marked 8 - 2783;
thence, eighth course, South 2°32' West 2644.7 feet to corner No. 1, the place of beginning.

Beginning for the description of the Superior No. 3 placer claim at corner No. 1, a limestone 24 x 8 x 6 inches, marked 1 - 2783, from which U. S. Location Monument No. 2778 bears South 59°07' East 6225.6 feet distant;
thence, first course, South 87°10' West 650.2 feet to corner No. 2, a shale stone 24 x 10 x 8 inches, marked 2 - 2783;
thence, second course, South 3°46' East 629.7 feet to corner No. 3, a shale stone 24 x 12 x 6 inches, marked 3 - 2783;
thence, third course, South 83°39' West 639.8 feet to corner No. 4, a limestone 24 x 14 x 6 inches, marked 4 - 2783;
thence, fourth course, South 11' West 1934 feet to corner No. 5, a sandstone 24 x 12 x 8 inches, marked 5 - 2783, with mound of stone;
thence, fifth course, South 89°02' West 656.8 feet to corner No. 6, a sandstone 24 x 12 x 4 inches, marked 6 - 2783;
thence, sixth course, South 6°30' West 2198.3 feet to corner No. 7 a shale stone 28 x 14 x 5 inches, marked 7 - 2783;
thence, seventh course, North 87°18' West 1236.1 feet to corner No. 8, a limestone 24 x 10 x 5 inches, marked 8 - 2783; situate on line 5-6 of said Superior No. 2 placer claim;

thence, eighth course, North 17°13' East 2257.7 feet to corner No. 9, a limestone 24 x 14 x 8 inches, marked 9 - 2783;
thence, ninth course, North 88°26' East 436.3 feet to corner No. 10 a limestone 28 x 14 x 8 inches, marked 10 - 2783;
thence, tenth course, North 8°23' West 1932.2 feet to corner No. 11, a limestone 24 x 8 x 6 inches, marked 11 - 2783;
thence, eleventh course, North 84°20' East 551.9 feet to corner No. 12, a limestone 24 x 12 x 6 inches, marked 12 - 2783;
thence, twelfth course, North 6°23' East 610.7 feet to corner No. 13,a limestone 26 x 12 x 4 inches, marked 13 - 2783;
thence, thirteenth course, East 707.97 feet to corner No. 14, a limestone 26 x 8 x 6 inches, marked 14 - 2783;
thence, fourteenth course, North 9°49' West 757.2 feet to corner No. 15, a limestone 24 x 8 x 6 inches, marked 15 - 2783;
thence, fifteenth course, South 88°41' East 1391.5 feet to corner No. 16, a shale stone 26 x 14 x 5 inches, marked 16 - 2783, with mound of stone;
thence, sixteenth course, South 1°42' West 653.6 feet to corner No. 1, the place of beginning.

Highland No. 2 and Hillside placer mining claims designated by the Surveyor General as Survey No. 2564, embracing a portion of the unsurveyed Public Domain, in Bear Lake County, Idaho, and bounded, described, and platted as follows:

Beginning for the description of the Highland No. 2 placer claim at corner No. 1, a pine post 4 feet long, 4 inches square, marked 1-2564, in mound of earth, from which U. S. Mineral Monument No. 1 bears South 60°38' West 813.6 feet distant;
thence, first course, South 1319 feet to corner No. 2, a pine post 4 feet long, 4 x 5 inches, marked 2-6-2564, in mound of earth and stone;
thence, second course, West 660 feet to corner No. 3, a pine post 4 inches square, 2 feet above ground, marked 3-2564, in mound of earth and stone;
thence, third course, South 1320 feet to corner No. 4, a pine post 4 inches square, 2 feet above ground, marked 4-2564, in mound of earth and stone;
thence, fourth course, East 1141.1 feet to corner No. 5, a pine post 4 feet long, 4 inches square, marked 5-2564, in mound of earth and stone;
thence, fifth course, North 1320 feet to corner No. 6, a pine post 4 feet long, 5 inches square, marked 6-2564, in mound of earth and stone;
thence, sixth course, East 838.9 feet to corner No. 7, a pine post 4 feet long, 4 inches square, marked 7-2564, in mound of earth and stone;
thence, seventh course, North 1319 feet to corner No. 8, a pine post 4 feet long, 4 inches square, marked 8-2564, in mound of earth and stone;
thence, eighth course, East 660 feet to corner No. 9, a pine post 4 feet long, 4 inches square, marked 9-2564, in mound of earth and stone;
thence, ninth course, North 2641 feet to corner No. 10, a pine post 4 feet long, 4 inches square marked 10-2564, in mound of earth and stone;
thence, tenth course, West 1320 feet to corner No. 11, a pine post 4 feet long, 4 inches square, marked 11-2564, in mound of earth;
thence, eleventh course, South 2641 feet to corner No. 12, a pine post 4 feet long, 4 inches square, marked 12-2564, in mound of earth;
thence, twelfth course, West 660 feet to corner No. 1, the place of beginning.

Beginning for the description of the Hillside placer claim at corner No. 1, a pine post 4 feet long, 4 inches square, marked 1-2564, in mound of earth, from which said U. S. Mineral Monument No. 1 bears South 2°39' West 1061.1 feet distant;
thence, first course, North 3300 feet to corner No. 2, a pine post 4 feet long, 4 inches square, marked 2-2564, in mound of earth and stone;
thence, second course, East 1320 feet to corner No. 3, a pine post 4 feet long, 4 inches square, marked 3-2564, in mound of earth and stone;
thence, third course, South 3300 feet to corner No. 4, a pine post 4 feet long, 4 inches square, marked 4-2564, in mound of earth;
thence, fourth course, West 660 feet to corner No. 5, a pine post 4 feet long, 4 inches square, marked 5-2564, in mound of earth;
thence, fifth course, South 1980 feet to corner No. 6, identical with with corner No. 2 of said Highland No. 2 placer claim;
thence, sixth course, West 1320 feet to corner No. 7, a pine post 4 inches square, 2½ feet above ground, marked 7-2564, in mound of earth and stone;
thence, seventh course, North 1980 feet to corner No. 8, a pine post 4 inches square, 4 feet long, marked 8-2564, in mound of earth and stone;
thence, eighth course, East 660 feet to corner No. 1,
the place of beginning.

Highland No. 3, Highland No. 4, and Highland No. 5, placer mining claims designated by the Surveyor General as Survey No. 2778, embracing a portion of the unsurveyed Public Domain, in Bear Lake and Caribou Counties, Idaho, and bounded, and described, and platted as follows:

Beginning for the description of the Highland No. 3 placer claim at corner No. 1, a pine post 4 inches square, 1½ feet high, marked 1-2778 and 11-2564, identical with corner No. 11 of the Highland No. 2 placer claim, Survey No. 2564, from which U. S. Mineral Monument No. 1 bears South 24°23' West 3337.3 feet distant;
thence, first course, North 13' East 1320.65 feet to corner No. 2 a pine post 4 inches square, 1½ feet high, marked 2-2778 and 3-2564, identical with corner No. 3 of the Hillside placer claim, Survey No. 2564;
thence, second course, North 89°19' East 659.65 feet to corner No. 3, a sandstone 26 x 12 x 8 inches, marked 3-2778;
thence, third course, North 2°45' West 3953.2 feet to corner No. 4, a pine post 4 inches square, 4 feet long, marked 4-2778;
thence, fourth course, East 1320.1 feet to corner No. 5, a sandstone 24 x 16 x 5 inches, marked 5-2778;
thence, fifth course, South 2°45' East 3953.2 feet to corner No. 6, a limestone 24 x 12 x 8 inches, marked 6-2778, with mound of stone;
thence, sixth course, West 660 feet to corner No. 7, a limestone 24 x 12 x 8 inches, marked 7-2778;
thence, seventh course, South 1332.36 feet to corner No. 8, a pine post 4 inches square, 1½ feet high, marked 8-2778 and 10-2564; identical with corner No. 10 of said Highland No. 2 placer claim;
thence, eighth course, North 89°50' West 1324.7 feet to corner No. 1,
the place of beginning.

Beginning for the description of the Highland No. 4 placer claim at corner No. 1, a chert stone 24 x 20 x 16 inches, marked 1-2778, from which U. S. Location Monument No. 2778 bears South 44°55' West 656 feet distant;
thence, first course, East 660.2 feet to corner No. 2, a sandstone 24 x 14 x 4 inches, marked 2-2778;

thence, second course, North 1°1' West 1406.7 feet to corner No. 3, a limestone 24 x 12 x 6 inches, marked 1-2778;
thence, third course, South 87°14' East 1339 feet to corner No. 4, a sandstone 24 x 12 x 6 inches, marked 4-2778;
thence, fourth course, South 19' East 1341.8 feet to corner No. 5, a limestone 30 x 24 x 12 inches, marked 5-2778;
thence, fifth course, West 660 feet to corner No. 6, a sandstone 24 x 20 x 5 inches, marked 6-2778;
thence, sixth course, South 4°35' East 1229.1 feet to corner No. 7, a limestone 24 x 9 x 8 inches, marked 7-2778;
thence, seventh course, West 660 feet to corner No. 8, a sandstone 24 x 24 x 4 inches, marked 8-2778;
thence, eighth course, South 3' East 2615.6 feet to corner No. 9, a sandstone 24 x 8 x 8 inches, marked 9-2778;
thence, ninth course, West 1320 feet to corner No. 10, a limestone 24 x 16 x 6 inches, marked 10-2778, situate on line 4-5 of said Highland No. 3 placer claim;
thence, tenth course, North 3' West 2615.6 feet to corner No. 11, a sandstone 24 x 16 x 8 inches, marked 11-2778;
thence, eleventh course, East 660 feet to corner No. 12, a chert stone 30 x 20 x 16 inches, marked 12-2778;
thence, twelfth course, North 4°35' West 1229.1 feet to corner No. 1, the place of beginning.

Beginning for the description of the Highland No. 5 placer claim at corner No. 1, identical with corner No. 3 of said Highland No. 4 placer claim, from which said U. S. Location Monument No. 2778 bears South 30°25' West 2169.6 feet distant;
thence, first course, North 1°04' West 652.8 feet to corner No. 2, a shale stone 24 x 12 x 6 inches, marked 2-2778;
thence, second course, North 89°49' East 536.2 feet to corner No. 3, a limestone 24 x 12 x 10 inches, marked 3-2778;
thence, third course, North 1°32' East 1332.7 feet to corner No. 4, a limestone 24 x 12 x 10 inches, marked 4-2778;
thence, fourth course, South 89°08' East 711.8 feet to corner No. 5, a sandstone 24 x 12 x 8 inches, marked 5-2778;
thence, fifth course, North 8°West 1250.4 feet to corner No. 6, a sandstone 24 x 14 x 10 inches marked 6-2778;
thence, sixth course, South 89°44' East 637.7 feet to corner No. 7, a chert stone 24 x 12 x 8 inches, marked 7-2778;
thence, seventh course, North 3°28' West 1619.2 feet to corner No. 8, a shale stone 24 x 12 x 6 inches, marked 8-2778;
thence, eighth course, south 82°58' East 668.3 feet to corner No. 9 a chert stone 24 x 18 x 10, inches, marked 9-2778;
thence, ninth course, North 47' West 466.7 feet to corner No. 10, a chert stone 24 x 14 x 6 inches, marked 10-2778;
thence, tenth course, South 88°51' East 1263.6 feet to corner No. 11 a sandstone 24 x 8 x 6 inches, marked 11-2778;
thence, eleventh course, South 473.33 feet to corner No. 12, a sandstone 24 x 8 x 6 inches marked 12-2778;
thence, twelfth course, North 89°25' West 597 feet to corner No. 13, a chert stone 24 x 12 x 6 inches, marked 13-2778;
thence, thirteenth course, South 3°07' East 1501.4 feet to corner No. 14 a sandstone, 24 x 12 x 6 inches, marked 14-2778;

thence, fourteenth course, South 89°03' West 650.8 feet to corner No. 15, a sandstone 24 x 12 x 4 inches, marked 15-2778;
thence, fifteenth course, South 43' West 1252.1 feet to corner No. 16, a sandstone 24 x 14 x 4 inches, marked 16-2778;
thence, sixteenth course, South 85°38' West 515 feet to corner No. 17, a sandstone 26 x 12 x 10 inches, marked 17-2778;
thence, seventeenth course, South 6°20' East 1359.7 feet to corner No. 18, a limestone 24 x 14 x 4 inches, marked 18-2778;
thence, eighteenth course, West 664.7 feet to corner No. 19, a sandstone 24 x 12 x 10 inches, marked 19-2778;
thence, nineteenth course, South 59' West 631.7 feet to corner No. 20, identical with corner No. 4 of said Highland No. 4 placer claim;
thence, twentieth course, North 87°14' West 1339 feet to corner No. 1, the place of beginning.

Hillside No. 1 (Tract A.), Hillside No. 2, Highland No. 1, and Superior Extension placer mining claims, designated by the Surveyor General as Survey No. 2505, embracing a portion of the unsurveyed Public Domain, in Bear Lake County, Idaho, and bounded, described, and platted as follows:

Beginning for the description of the Hillside No. 1 (Tract A.) placer claim at corner No. 1, a pine post 4 inches square, 4 feet long, marked 1-2505H. S. 1, in mound of earth and stone, from which U. S. Mineral Monument No. 1 bears North 3°03' West 921.3 feet distant;
thence, first course, West 1320 feet to corner No. 2, a pine post 4 inches square, 4 feet long, marked 2-2505 H. S. 1, in mound of earth;
thence, second course, South 1320 feet to corner No. 3, a pine post 4 inches square, 4 feet long, marked 3-2505 H. S. 1 and 9-2505 H. S. 2, in mound of earth and stone;
thence, third course, West 660 feet to corner No. 4, a pine post 4 inches square, 4 feet long, marked 4-2505 H. S. 1, and 8° 2505 H. S. 2, in mound of earth and stone;
thence, fourth course, South 2640 feet to corner No. 5, a pine post 4 inches square, 4 feet long, marked 5-2505 H. S. 1, 7-2505 H. S. 2, and 5-2505 H. 1, in mound of earth and stone;
thence, fifth course, East 660 feet to corner No. 6, a pine post 4 inches square, 4 feet long, marked 6-2505 H. S. 1 and 4-2505 H. 1, in mound of earth and stone;
thence, sixth course, North 660 feet to corner No. 7, a pine post 4 inches square, 4 feet long, marked 7-2505 H. S. 1 and 3-2505 H. 1, in mound of earth and stone;
thence, seventh course, East 660 feet to corner No. 8, a pine post 4 inches square, 4 feet long, marked 8-2505 H. S. 1 and 2-2505 H. 1, in mound of earth and stone;
thence, eighth course, North 1980 feet to corner No. 9, a pine post 4 inches square, 4 feet long, marked 9-2505 H. S. 1 and 1-2505 H. 1, in mound of earth and stone;
thence, ninth course, East 660 feet to corner No. 10, a pine post 4 inches square, 4 feet long, marked 10-2505 H. S. 1, in mound of earth;
thence, tenth course, North 1320 feet to corner No. 1,
the place of beginning.

Beginning for the description of the Hillside No. 2 placer claim at corner No. 1, a pine post 4 inches square, 4 feet long, marked 1-2505 H. S. 2, in mound of earth and stone, from which said U. S. Mineral Monument No. 1 bears North 33°35' East 1104.4 feet distant;
thence, first course, North 2640 feet to corner No. 2, a pine post 4 inches square, 4 feet long, marked 2-2505 H. S. 2 in mound of earth and stone;
thence, second course, West 1320 feet to corner No. 3 a pine post 4 inches square, 4 feet long, marked 3-2505 H. S. 2, in mound of earth;
thence, third course, South 2640 feet to corner No. 4, a pine post 4 inches square, 4 feet long, marked 4-2505 H. S. 2 and 2-2505 S. E., in mound of earth and stone;
thence, fourth course, West 660 feet to corner No. 5, a pine post 4 inches square, 4 feet long, marked 5-2505 H. S. 2, in mound of earth and stone;
thence, fifth course, South 3960 feet to corner No. 6, a pine post 4 inches square, 4 feet long, marked 6-2505, H. S. 2 and 11-2505 H. S. 1, in mound of earth and stone;
thence, sixth course, East 660 feet to corner No. 7, identical with corner No. 5 of said Hillside No. 1 placer claim;
thence, seventh course, North 2640 feet to corner No. 8, identical with corner No. 4 of said Hillside No. 1 placer claim;
thence, eighth course, East 660 feet to corner No. 9, identical with corner No. 3 of said Hillside No. 1 placer claim;
thence, ninth course, North 1320 feet to corner No. 10, identical with corner No. 2 of said Hillside No. 1 placer claim;
thence, tenth course, East 660 feet to corner No. 1,
the place of beginning.

Beginning for the description of the Highland No. 1 placer claim at corner No. 1, identical with corner No. 9 of said Hillside No. 1 placer claim, from which said U. S. Mineral Monument No. 1 bears North 15°15' East 2321.8 feet distant;
thence, first course, South 1980 feet to corner No. 2, identical with corner No. 8 of said Hillside No. 1 placer claim;
thence, second course, West 660 feet to corner No. 3, identical with corner No. 7 of said Hillside No. 1 placer claim;
thence, third course, South 660 feet to corner No. 4, identical with corner No. 6 of said Hillside No. 1 placer claim;
thence, fourth course, West 660 feet to corner No. 5, identical with corner No. 5 of said Hillside No. 1 placer claim;
thence, fifth course, South 660 feet to corner No. 6, a pine post 4 inches square, 4 feet long, marked 6-2505 H. 1 and 13-2505 H. S. 1, in mound of earth and stone;
thence, sixth course, West 660 feet to corner No. 7, a pine post 4 inches square, 4 feet long, marked 7-2505 H 1 and 12-2505 H. S. 1, in mound of earth and stone;
thence, seventh course, South 660 feet to corner No. 8, a pine post 4 inches square, 4 feet long, marked 8-2505 H. 1 in mound of earth and stone;
thence, eighth course, West 660 feet to corner No. 9, a pine post 4 inches square, 4 feet long, marked 9-2505, H. 1, in mound of earth and stone;
thence, ninth course, South 660 feet to corner No. 10, a pine post 4 inches square, 4 feet long, marked 10-2505 H. 1, in mound of earth;
thence, tenth course, West 660 feet to corner No. 11, a pine post 4 inches square, 4 feet long, marked 11-2505 H. 1, in mound of earth and stone;
thence, eleventh course, South 660 feet to corner No. 12, a pine post 4 inches square, 4 feet long, marked 12-2505 H. 1, in mound of earth and stone;

thence, twelfth course, East 1320 feet to corner No. 13, a pine post 4 inches square, 4 feet long, marked 13-2505 H. 1, in mound of earth and stone;
thence, thirteenth course, North 660 feet to corner No. 14, a pine post 4 inches square, 4 feet long, marked 14-2505 H. 1, in mound of earth and stone;
thence, fourteenth course, East 660 feet to corner No. 15, a pine post 4 inches square, 4 feet long, marked 15-2505 H. 1, in mound of earth and stone;
thence, fifteenth course, North 660 feet to corner No. 16, a pine post 4 inches square, 4 feet long, marked 16-2505 H-1, in mound of earth;
thence, sixteenth course, East 660 feet to corner No. 17, a pine post 4 inches square, 4 feet long, marked 17-2505 H.-1, in mound of earth and stone;
thence, seventeenth course, North 660 feet to corner No. 18, a pine post 4 inches square, 4 feet long, marked 18-2505, H-1., in mound of earth;
thence, eighteenth course, East 660 feet to corner No. 19, a pine post 4 inches square, 4 feet long, marked 19-2505 H-1, in mound of earth;
thence, nineteenth course, North 660 feet to corner No. 20, a pine post 4 inches square, 4 feet long, marked 20-2505, H.-1, in mound of earth;
thence, twentieth course, East 660 feet to corner No. 21, a pine post 4 inches square, 4 feet long, marked 21-2505 H-1, in mound of earth and stone;
thence, twenty-first course, North 660 feet to corner No. 22, a pine post 4 inches square, 4 feet long, marked 22-2505 H-1, in mound of earth and stone;
thence, twenty-second course, East 660 feet to corner No. 23, a pine post 4 inches square, 4 feet long, marked 23-2505 H-1, in mound of earth and stone;
thence, twenty-third course, North 1980 feet to corner No. 24, a pine post 4 inches square, 4 feet long, marked 24-2505 H-1, in mound of earth and stone;
thence, twenty-fourth course, West 1320 feet to corner No. 1,
the place of beginning;

Beginning for the description of the Superior Extension placer claim at corner No. 1, a pine post 4 inches square, 4 feet long, marked 1-2505 SE. in mound of earth, from which said U. S. Mineral Monument No. 1 bears South 78° 18' East 1971.9 feet distant;
thence, first course, South 1320 feet to corner No. 2, identical with corner No. 4 of said Hillside No. 2 placer claim;
thence, second course, West 1320 feet to corner No. 3, a pine post 4 inches square, 4 feet long, marked 3-2505, S. E. in mound of earth;
thence, third course, North 660 feet to corner No. 4, a pine post 4 inches square, 4 feet long, marked 4-2505 S. E., in mound of earth and stone;
thence, fourth course, West 1980 feet to corner No. 5, a pine post 4 inches square, 4 feet long, marked 5-2505, S. E. in mound of earth and stone;
thence, fifth course, North 1320 feet to corner No. 6, a pine post 4 inches square, 4 feet long, marked 6-2505 S. E., in mound of earth and stone;
thence, sixth course, East 1980 feet to corner No. 7, a pine post 4 inches square, 4 feet long, marked 7-2505 S. E., in mound of earth and stone;
thence, seventh course, South 660 feet to corner No. 8, a pine post 4 inches square, 4 feet long, marked 8-2505 S. E., in mound of earth and stone;
thence, eighth course, East 1320 feet to corner No. 1,
the place of beginning.

CONDA PARTNERSHIP

Caribou County, Idaho:

Township 8 South, Range 42 East of the Boise Meridian:

Sections 3: Beginning at a point on the North line of Section 10, said
and 10: point bearing South 89°59'02" East 623.54 feet from the Northwest corner of said Section 10, said point being in the East boundary line of the Railroad Right-of-way and being the True Point of Beginning;
thence South 89°59'02" East 693.80 feet to the Southeast corner of the SW¼SW¼ of Section 3;
thence North 0°11'31" East 1086 feet, more or less, along the East boundary of the SW¼SW¼ of Section 3 to a point of intersection with the East boundary line of the Railroad Right-of-way;
thence running Northeasterly along a spiral curve also being in the Easterly Right-of-way boundary, 656 feet, more or less;
thence North 0°54'30" West a distance of 180.22 feet to the point of a spiral curve to the right;
thence Northeasterly along the spiral curve to the right whose total central angle is 26°31' and whose degree of curvature is 4°00' a distance of 709.0 feet, more or less, to the latitudinal centerline of Section 3;
thence North 89°43'01" East 1069.86 feet to the Northeast corner of SW¼ of Section 3;
thence running South along the meridinal centerline of Section 3, South 0°29'43" East 2631.95 feet to the S¼ corner of Section 3;
thence South 0°13'37" East 2641.01 feet along the meridianal centerline of Section 10 to the Southeast corner NW¼ of Section 10;
thence South 89°20'53" West 1367.82 feet to a property corner;
thence North 89°57'58" West 265.36 feet to a property corner;
thence South 11°15'14" West 207.84 feet to a property corner;
thence South 0°25'23" West 268.34 feet to a property corner;
thence South 2°11'53" West 152.43 feet to a property corner;
thence South 14°30'47" West 156.19 feet to a property corner;
thence South 89°42'56" West 717.97 feet to the East Right-of-way boundary line of the Railroad;
thence running North 6°06'41" East along said boundary 484.14 feet to a point 258 feet distant East from the West line of said Section 10, measured along a straight line drawn at right angles to said West line at a point thereon that is 2350 feet distant North from the Southwest corner of said Section 10;
thence North along a straight line parallel with the West line of Section 10 a distance of 350 feet;

thence West at right angles a distance of 41.5 feet, more or less to a point 8.5 feet distant East, measured at right angles, from the center line of Track No. 4B as constructed by said El Paso Natural Gas Products Company;
thence North 0°55' West parallel with said center line of tract No. 4B a distance of 1206 feet, more or less, to a point opposite the beginning of a curve in said centerline;
thence Northerly and parallel with said centerline of track 4B, along a curve to the right having a radius of 2283.51 feet, a distance of 502.8 feet;
thence North 11°42' East parallel with said centerline of track No. 4B, a distance of 237.12 feet;
thence Northeasterly and parallel with the center line of said track No. 4B, along a curve to the right having a radius of 1901.58 feet a distance of 58.63 feet;
thence North 13°28' East parallel with and 8.5 feet Southeasterly measured at right angles, from said center line of track No. 4B, a distance of 111.5 feet;
thence Northeasterly and parallel with said centerline of track No. 4B, along a curve to the right having a radius of 469.8 feet a distance of 55.66 feet;
thence North 20°16' East parallel with and 8.5 feet Southeasterly measured at right angles from said centerline of track No. 4B a distance of 127.1 feet;
thence Northeasterly and parallel with said centerline of track No. 4B, along a curve to the right having a radius of 565.2 feet a distance of 87.98 feet, to a point opposite the northerly headblock for said track No. 4B;
thence Northeasterly along a line parallel with and 8.5 feet distant Southeasterly, measured radially, from the centerline of the main track No. 14B, as constructed by said El Paso Natural Gas Products Company, a distance of 312 feet, more or less, to the point of beginning.

Sections 3 and 9: Beginning at the Northeast corner of Section 9, and running
thence South along the East boundary of Section 9, 1844.92 feet;
thence North 89°59'57" West 2267.09 feet to a local line;
thence North 0°33'19" West 1843.92 feet;
thence South 50°02'41" East 37.83 feet;
thence North 0°00'44" West 1329.45 feet;
thence North 89°45'16" East 3519 feet, more or less, to the westerly right-of-way line of the Monsanto Haul Road;
thence 726.5 feet, more or less, on a 3°00' curve right with a 200 foot spiral in the South to the point of tangency of the curve;
thence South 34°57' West 594.88 feet to a point which is on the South line of Section 3;
thence North 89°59'02" West 513.00 feet, more or less to the point of beginning.

Tract III.

Township 8 South, Range 44 East of the Boise Meridian:

Section 4: SE¼.

Section 9: NE¼.

ALSO, a tract of land located in the NE¼SE¼ of said Section 9, aforesaid, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of the NE¼ of said Section 9, and running

thence along the East line of said Section South 0°02' East a distance of 769.21 feet;

thence South 89°54' West a distance of 154.19 feet;

thence North 26°18' West a distance of 850.17 feet, to a point in the mid-section line of said Section 9;

thence along said mid-section line North 89°54' East a distance of 516.29 feet,

to the point of beginning.

Section 4, 5 and 9: ALSO, a strip of land 89.5 feet in width on the West side of, and a strip of land 59.5 feet in width on the East side of a right of way over and across the NW¼ of Section 9, SW¼SW¼ of Section 4, and the SE¼ of Section 5, said right of way being on each side, as aforesaid, of the following described centerline:

Beginning at a point on the East boundary line of the NW¼ of Section 9, aforesaid, which point is North 0°02' West 1982.3 feet from the Southeast corner of said NW¼ of said Section 9, and running

thence North 65°35' West 1812.2 feet to a PI which has a curve of 1°30' right;

thence North 53°55' West 1228.4 feet, more or less, to an intersection with the West boundary line of the said SW¼SW¼ of Section 4, aforesaid, which point of intersection is North 0°21' East 814.5 feet, more or less, from the Southwest corner of said SW¼SW¼ of said Section 4;

thence continuing North 53°55' West 570.26 feet, more or less, to Rail Road Survey Station 932.97.6, on milepost 17.67, which ends the OSLRR ownership.

ALSO, Beginning at a point which is 769.21 feet South 0°02' East from the East quarter corner of Section 9, and running

thence South 0°02' East 550.79 feet to the Southeast corner of the NE¼SE¼ of said Section 9;

thence South 89°54' West 250 feet, along the South line of the NE¼SE¼ of said Section 9;

thence North 0°01' West 550.79 feet;

thence North 89°54' East 250 feet,

to the point of beginning.

ALSO, Beginning at the Southeast corner of Section 9, aforesaid, and running
thence Northerly along the Section line of the Northeast corner of the SE¼SE¼ of said Section 9;
thence West 195 feet, to a point on a curve;
thence Southwesterly on a 4°13' curve 144 feet to a point of tangency;
thence South 15°00' West 597 feet to a point on a curve of a 5°34' curve in the Southeasterly direction;
thence 630 feet along the last named curve to a point on the South Section line of said Section 9;
thence East 252 feet, more or less, along said Section line, to the point of beginning.

Section 16: Beginning at the Northeast corner of said Section 16, and running
thence West 252 feet along the Section line to a point on a 5°34' curve in a Southeasterly direction;
thence 473 feet along the curve in a Southeasterly direction to a point on the East section line of said Section 16;
thence North along the section line 370 feet, more or less, to the point of beginning.

A strip of land being 55 feet wide, or more, and 596 feet long, more or less, lying in the Northeast Quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled "Central Farmers Fertilizer Company Spur-Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked;

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S.
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thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the center line of the proposed railroad spur track, which point is Engineers' Station 94+20.6 as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track a distance of 161.8 feet to a point of curve; thence along a curve to the left, having a radius of 955.37 feet, a distance of 282.2 feet to a point of tangency; thence south 47°06' west, tangent to the last described course, a distance of 459.9 feet to a point of curve; thence along a curve to the right, having a radius of 2864.93 feet, a distance of 233.3 feet to a point of tangency; thence south 51°46' west, tangent to the last described course, a distance of 136.3 feet, more or less, to an existing boundary fence, which is Engineers' Station 81+47.0 as now surveyed, and which is the True Point of beginning: thence north 25°18' west, along said existing boundary fence, a distance of 25.7 feet; thence south 51°46' west, being parallel to and 25 feet distant northwesterly from the centerline of the proposed railroad spur track, a distance of 582.0 feet, more or less, to an existing boundary fence; thence due south a distance of 31.8 feet along said existing boundary fence to the centerline of the proposed railroad spur track as now surveyed, which is Engineers' Station 75+51.0; thence continuing due south along said boundary fence a distance of 39.0 feet, more or less, to an existing fence corner; thence north 52°15' east, along an existing boundary fence, a distance of 611.8 feet, more or less, to an existing fence corner thence north 25°18' west, along an existing boundary fence, 37.3 feet, more or less, to the true point of beginning;

A strip of land being 50 feet wide, or more, and 1016 feet long, more or less, lying in the Northeast Quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed the bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which point is Engineers' Station 94+20.6 as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track, a distance of 161.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 282.2 feet to a point of tangency; thence south 47°06' west, tangent to the last described course, a distance of 459.9 feet to a point of curve; thence along a curve to the right having a radius of 2864.93 feet, a distance of 233.3 feet to a point of tangency; thence south 51°46' west, tangent to the last described course, a distance of 723.7 feet to a point of curve; thence along a curve to the left having a radius of 5729.65 feet, a distance of 8.5 feet, more or less, to an existing boundary fence, which is Engineers' Station 75+51.0 as now surveyed, and which is the True Point of Beginning: Thence due north along an existing boundary fence a distance of 31.8 feet; thence south 51°46' west, being parallel to and 25 feet distant northwesterly from the centerline of said proposed railroad spur track, as now surveyed, 10.5 feet to a point of curve; thence southwesterly along a curve to the left, having a radius of 5754.65 feet, for a distance of 291.27 feet to a point of tangency; thence south 48°52' west, tangent to the last described course, a distance of 677.3 feet, more or less, to an existing boundary fence; thence south 4°07' west along said existing boundary fence, a distance of 35.5 feet to the centerline of the proposed railroad spur track, as now surveyed, which is Engineers' Station 65+67.0; thence north 48°52' east along, the centerline of the said proposed railroad spur track 76.6 feet to Engineers' Station 66+43.6; thence south 38°08' east along an existing boundary fence, a distance of 25.0 feet; thence north 48°52' east, being parallel to and 25 feet distant southeasterly from the centerline of said proposed railroad spur track, as now surveyed, a distance of 625.9 feet, more or less, to an existing fence; thence north 52°15' east along an existing boundary fence, a distance of 257.4 feet, more or less, to an existing fence corner; thence due north along said existing boundary fence, a distance of 39.0 feet, more or less, to the true point of beginning;

A strip of land being 100 feet wide, or more, and 4106 feet long lying in the Southwest ¼ of Section 13 and Southeast ¼ of Section 14, Township 11 South, Range 43 East Boise Meridian, Bear Lake County, Idaho, said strip of land being more particularly described as follows: Beginning at the common corner of Section 36, Township 10, Range 43 East Boise Meridian; Section 31 Township 10, Range 44 East Boise Meridian; Section 1, Township 11, Range 43 East Boise Meridian and Section 6, Township 11, Range 44 East Boise Meridian, which corner is marked by a brass cap on a 3" diameter pipe set in the ground; thence south along the Range line between Range 43 East Boise Meridian and Range 44 East Boise Meridian a distance of 11, 434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, known as Engineers' Station 94+20.55, as now surveyed; thence southwesterly along the center line of said spur track, bearing south 64°02' West, 161.79 feet,

more or less, to a point of curve, thence along a curve to the left having a radius of 955.4 feet, more or less, a distance of 282.22 feet, more or less, to a point of tangency, thence southwesterly, tangent to the last described course, 459.94 feet, more or less, bearing south 47°06' west, to the point of curve; thence along a curve to the right, having a radius of 2865 feet, more or less, a distance of 233.34 feet, more or less, to the point of tangency; thence southwesterly, tangent to the last described course,723.73 feet, more or less, bearing south 51°46' west, to the point of curve, thence along a curve to the left, having a radius of 5730 feet, more or less, a distance of 290.00 feet, more or less, to a point of tangency, thence southwesterly, tangent to the last described course, a distance of 900.34 feet, more or less, bearing south 48°52' west, to a point of curve, thence along a curve to the right having a radius of 955.4 feet, more or less, a distance of 306.95 feet, more or less, to the point of tangency, thence southwesterly, tangent to the last described course a distance of 33.24 feet, more or less, bearing south 67°17' west, to a fence, which is the easterly boundary fence and Engineers' Station 60+29.0, as surveyed, which is the True Point of Beginning; thence north along this easterly boundary fence, which bears true north, a distance of 54.2 feet, more or less, thence southwesterly, being parallel to and 50.0 feet distant northerly from the centerline of said railroad spur track, a distance of 1581.66 feet, more or less, to a point of curve; thence along a curve to the right having a radius of 1383 feet; more or less, and a length of 388.6 feet, more or less, to a point of tangency, thence westerly, tangent to the last described course, being parallel to and 50.0 feet distant from the centerline of said proposed railroad spur track, bearing south 83°23' west, a distance of 1223.1 feet, more or less, to a point of curve, thence along a curve to the right having a radius of 769 feet, more or less, and a length of 1017.79 feet, more or less, to a point of tangency; thence westerly at right angles to the proposed railroad spur track centerline, a distance of 17.0 feet, more or less, to the easterly right of way boundary fence of the Union Pacific Railroad; thence southerly along said easterly boundary fence, a distance of 165.83 feet, more or less, to the centerline of the proposed railroad spur track, Engineer's Station 20+48.0; thence southerly along said railroad boundary fence, a distance of 165.7 feet, more or less, thence southeasterly along a curve, having a radius of 882.0 feet, more or less, a distance of 850.26 feet, more or less, to a point of tangency, thence easterly tangent to the last described course, being parallel to and 63.0 feet southerly distant from the centerline of the said proposed railroad spur track, along an existing fence, bearing north 83°23' East, a distance of 1330.3 feet, more or less, thence easterly along existing boundary fence, bearing north 67°38' East, a distance of 1765 feet, more or less; thence easterly along existing boundary fence, bearing north 56°25' East, a distance of 98.3 feet, more or less, to the easterly boundary fence; thence north on easterly boundary fence, bearing true north, a distance of 34.2 feet, more or less, to the point of beginning;

A strip of land 120 feet wide, lying over and across the North Half of Section 4, Township 11 South, Range 44 East, Boise Meridian in Idaho; being 60 feet on each side at right angles from and parallel to the following described center line of the proposed spur railroad track as now surveyed:

Beginning at Engineer's Station 267+07.8 of said railroad location survey, which station is a point on tangent being 452.0 feet North of the Southeast corner of the Northeast ¼ of Section 4, Township 11 South, Range 44 East, Boise Meridian in Idaho, also being a point on the East line of the Northeast ¼ of said Section 4; thence West along said center line of proposed railroad spur track as now surveyed a distance of 468.47 feet; thence on a 2-degree curve to the right having a radius of 2864.93 feet, a distance of 233.33 feet to a point of tangent; thence on tangent Westerly a distance of 322.7 feet to point of curve left; thence on a 10-degree curve to the left having a radius of 573.69 feet a distance of 200.00 feet to a point of tangent; thence on tangent Southwesterly a distance of 1366.8 feet to point of curve left; thence on a 1-degree curve to the left having a radius of 5729.65 feet a distance of 156.5 feet to the South line of the North Half of said Section 4; which point is approximately 20.0 feet West of the Southeast corner of the Northwest ¼ of said Section 4, the above described strip of land is a portion of an existing County road right of way;

A strip of land being 55 feet wide, or more, and 579 feet long, more or less, lying in the Northeast Quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled "Central Farmers Fertilizer Company Spur Tract--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the Northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
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thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which point is Engineers' Station 94+20.6, as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track a distance of 161.8 feet to a point of curve; thence along a curve to the left, having a radius of 955.37 feet, a distance of 282.2 feet to a point of tangency; thence south 47°06' west, tangent to the last described course, a distance of 250.5 feet, more or less, to an existing boundary fence, which fence is the westerly fence of West Street, Village of Georgetwon, and which is Engineers' Station 86+26.0, as now surveyed, and which is the True Point of Beginning: thence north 25°54' west, along said existing westerly street fence, a distance of 26.1 feet; thence south 47°06' west, being parallel to and 25 feet distant northwesterly from the centerline of said proposed railroad spur track, a distance of 217.0 feet to a point of curve; thence along a curve to the right having a radius of 2839.93 feet a distance of 231.3 feet, to a point of tangency; thence south 51°46' west, tangent to the last described course, being parallel to and 25 feet distant northerly from the center line of said proposed railroad spur track, a distance of 130.6 feet, more or less, to an existing boundary fence; thence south 25°18' east a distance of 25.7 feet to the centerline of the said proposed railroad spur track, as now surveyed, which is Engineers' Station 81+47.0; thence continuing

south 25°18' east along the said existing boundary fence a distance of 37.3 feet, more or less, to an existing fence corner; thence north 52°15' east along an existing boundary fence a distance of 572.0 feet, more or less, to an existing fence corner; thence north 25°54' west along an existing westerly street fence a distance of 69.5 feet, more or less, to the true point of beginning;

A strip of land being 80 feet wide, or more, and 614 feet long, more or less, lying in the East Half of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
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1924

thence south along the range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south) a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which point is Engineers' Station 94+20.6, as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track, a distance of 161.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 282.2 feet to a point of tangency; thence south 47°06' west tangent to the last described course, a distance of 459.9 feet to a point of curve; thence along a curve to the right having a radius of 2864.93 feet, a distance of 233.3 feet to a point of tangency; thence south 51°46' west, tangent to the last described course, a distance of 723.8 feet to a point of curve; thence along a curve to the left having a radius of 5729.65 feet, a distance of 290.0 feet to a point of tangency; thence south 48°52' west, tangent to the last described course, a distance of 702.53 feet, more or less, to an existing boundary fence, which is Engineers' Station 65+67.00, as now surveyed, and which is the True Point ~~of~~-Beginning: thence north 4°09' east along an existing boundary fence 71.0 feet; thence south 48°52' west, being parallel to and 50.0 feet distant northwesterly from the centerline of said proposed railroad spur track, as now surveyed, a distance of 268.2 feet to a point of curve; thence along a curve to the right having a radius of 905.37 feet, a distance of 291.0 feet to a point of tangency; thence south 67°17' west, tangent to the last described course, a distance of 12.1 feet, more or less, to an existing boundary fence; thence south 0°07' west along said existing boundary fence a distance of 54.2 feet to the centerline of said proposed railroad spur track, which is Engineers' Station 60+29.0 as now surveyed; thence continuing south 0°07' west along said existing boundary fence a distance of 32.6 feet; thence north 67°17' east, being

parallel to and 30 feet distant southeasterly from the centerline of said proposed railroad spur track, a distance of 45.8 feet to a point of curve; thence along a curve to the left having a radius of 985.37 feet, a distance of 316.7 feet to a point of tangency; thence north 48°52' east, tangent to the last described course and being parallel to and 30 feet distant southerly from the centerline of the said proposed railroad spur track, a distance of 272.8 feet, more or less, to an existing boundary fence; thence north 38°08' west along said existing boundary fence, a distance of 30.1 feet, more or less, to the centerline of said proposed railroad spur track, which is Engineers' Station 66+43.6, as now surveyed; thence south 48°52' west along said centerline of the proposed railroad spur track 76.6 feet, more or less, to the point of beginning; A strip of land being 50 feet wide, or more, and 340 feet long, more or less, lying in the Northeast Quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East, and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which point is Engineers' Station 94+20.6, as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track a distance of 161.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet a distance of 92.8 feet, more or less, to an existing boundary fence, and which is Engineers' Station 91+66.0, as now surveyed, and which is the True Point of Beginning: Thence north 26°00' west along an existing boundary fence a distance of 25.1 feet; thence westerly along a curve to the left, having a radius of 980.4 feet, more or less, parallel to and 25 feet distant northerly from the centerline of said railroad spur track, a distance of 216 feet, more or less, to a point of tangency; thence south 47°06' west tangent to the last described course, being parallel to and 25 feet distant northerly from the centerline of said railroad spur track, a distance of 138.34 feet, more or less, to an existing westerly boundary fence; thence south 26°00' east along an existing fence, which fence is the easterly boundary fence along WEst Street, Village of GEorgetown, a distance of 26.1 feet, more or less, to the centerline of the proposed railroad spur track, which is Engineers' Station 88+26.0 as now surveyed; thence continuing south 26°00' east, along said existing boundary fence a distance of 26.1 feet, more or less; thence North 47°06' east, parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, a distance of 162.74 feet, more or less, to a point of curve; thence along a curve to the right, having a radius of 930.4

feet, more or less, a distance of 205.2 feet, more or less, to an existing fence; thence north 26°00' west along an existing fence a distance of 25.1 feet to the true point of beginning;

A strip of land being 67.5 feet wide, or more, and 100 feet long, more or less, lying in the Northeast ¼ of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track, a distance of 151.55 feet, more or less, to an existing boundary fence, which is Engineers' Station 92+69.0, as now surveyed and which is the True Point of Beginning: Thence north 26° west along an existing fence, a distance of 42.5 feet, more or less, to an existing northerly boundary fence; thence south 64° west along said northerly boundary fence, a distance of 100 feet, more or less, to an existing westerly boundary fence; thence south 26° east along said westerly boundary fence, a distance of 46.5 feet, more or less, to the centerline of the proposed railroad spur track, as now surveyed; thence continuing south 26° west along said westerly boundary fence, a distance of 25.1 feet; thence easterly, being parallel to and 25 feet distant from the centerline of said railroad spur track, as now surveyed, along a curve to the right having a radius of 930.4 feet, a distance of 90.4 feet to a point of tangency; thence north 64°02' east, tangent to the last described course, being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 10.24 feet to an existing easterly boundary fence; thence north 26° west, along said existing easterly boundary fence, a distance of 25 feet to the point of beginning; said strip of land containing an area of --;

A strip of land being 65 feet wide, or more, and 754.5 feet long, more or less, lying in the Northwest Quarter of Section 18, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled "Central Farmers Fertilizer Company Spur Track--Union Pacific

Mainline tracks to Caribou National Forest Boundary" and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 540.9 feet, more or less, to an existing boundary fence which is Engineers' Station 99+61.5, as now surveyed, which is the True Point of Beginning: thence north 26° west, along an existing boundary fence, a distance of 25 feet; thence North 64°02' East parallel to and 25 feet distant northerly from the centerline of said proposed Railroad Spur Track, a distance of 414.6 feet, more or less, to an existing fence; thence North 26° West, along an existing fence, a distance of 12 feet, more or less, to an existing fence; thence North 67°13' East along an existing fence, a distance of 340.4 feet, more or less, to an existing easterly boundary fence; thence South 25°45' East, along an easterly boundary fence a distance of 23 feet, more or less, to the centerline of the proposed railroad spur track, which is Engineers' Station 107+16.0, as now surveyed; thence continuing South 25°45' East along an easterly boundary fence a distance of 77.6 feet, more or less, to an existing boundary fence; thence South 55°15' West, along an existing southerly boundary fence, a distance of 324.2 feet, more or less; thence south 65° West along an existing boundary fence, a distance of 434.1 feet, more or less, to an existing easterly boundary fence; thence north 26° West, along an existing westerly boundary fence a distance of 38 feet, more or less, to the point of beginning;

A strip of land being 50 feet wide, or more, and 634.8 feet long, more or less, lying in the Southwest Quarter of Section 8, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9

feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east, along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right, having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left, having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east, tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left, having a radius of 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last described course, a distance of 1431.5 feet to an existing boundary fence, which is Engineers' Station 158+62.2, as now surveyed, and which is the True Point of Beginning: thence north 27°28' west, along an existing boundary fence, a distance of 26.3 feet; thence north 44°16' east, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 635 feet, more or less, to an existing boundary fence; thence south 27°44' east, along an existing boundary fence, a distance of 26.3 feet to the centerline of the proposed railroad spur track, as now surveyed, being Engineers' Station 164+97.4; thence continuing south 27°44' east, along an existing boundary fence, a distance of 26.3 feet; thence south 44°16' west, being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 635 feet to an existing westerly boundary fence; thence north 27°28' west, along an existing westerly boundary fence, a distance of 26.3 feet to the point of beginning;

A strip of land being 50 feet wide, or more, and 1158.9 feet long, more or less, lying in the east one-half of Section 8, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the Northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of

1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last described course, a distance of 2066.68 feet to an existing boundary fence, which is Engineers' Station 164+97.4, as now surveyed, and which is the True Point of Beginning: thence north 27°44' west, along an existing boundary fence, a distance of 26.3 feet; thence north 44°16' east being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 1158.9 feet, more or less, to an existing easterly boundary fence; thence south 24°44' east along an existing easterly boundary fence, a distance of 26.78 feet to the centerline of the proposed railroad spur track, as now surveyed, which is Engineers' Station 176+54.8; thence continuing south 24°44' east along an existing easterly boundary fence, a distance of 26.78 feet, more or less, to an existing fence corner; thence south 44°16' west along an existing fence being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 1158.9 feet, more or less, to an existing westerly boundary fence; thence north 27°44' west, along an existing westerly boundary fence, a distance of 26.3 feet to the point of beginning;

A strip of land being 75 feet in width, or more, and 1398 feet long, more or less, lying in the North Half of Section 18, Township 11 South, Range 44 East, Boise Meridian, and in the South Half of Section 7, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Main Line Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east, along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right, having a radius of 1910.08 feet, a distance of 522.2 feet, to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 647 feet, more or less, to an existing boundary fence, which is Engineers'

Station 117+51.0, as now surveyed, and which is the True Point of Beginning: thence north 26°09' west, along an existing boundary fence, a distance of 26 feet; thence north 79°42' east, parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 362.5 feet, more or less, to a point of curve; thence north 10°18' west, perpendicular to the last described course, and along the radius of the aforementioned curve, a distance of 25 feet; thence along the aforementioned curve to the curve being parallel to and 50 feet distant northerly from the centerline of the proposed railroad spur track, said curve having a radius of 1382.69 feet, a distance of 195.1 feet to a point of tangency; thence south 26°22' east, along the radius of the aforementioned curve, a distance of 25 feet; thence north 63°38' east, perpendicular to the last described course, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 601 feet, more or less, to an existing easterly boundary fence; thence south 24°50' east, along an existing boundary fence, a distance of 25 feet to the centerline of the proposed railroad spur track, which is Engineers' Station 131+09.8, as now surveyed; thence continuing south 24°50' east, along an existing boundary fence, a distance of 225.5 feet, more or less, to an existing fence corner; thence south 76°19' west, along an existing southerly boundary fence, a distance of 1397.3 feet, more or less, to an existing westerly boundary fence; thence north 26°09' west, along an existing westerly boundary fence, a distance of 79.2 feet, to the point of beginning;

A strip of land being 75 feet wide, or more, and 1071.2 feet long, more or less, lying in the Southeast Quarter of Section 7, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled,"Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

Thence South along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434. feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east, along the centerline of the proposed railroad spur track, a distance of 1161.2 feet, to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east tangent to the last described course, a distance of 601.7 feet, more or less, to an existing boundary fence, which is Engineers' Station 131+09.8, and which is

The True Point of Beginning: Thence north 24°50' west, along an existing boundary fence, a distance of 25 feet; thence north 63°38' east, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track and along an existing northerly boundary fence, a distance of 1070.6 feet, more or less, to an existing boundary fence; thence south 29° east, along an existing boundary fence, a distance of 25 feet to the centerline of the proposed railroad spur track as now surveyed, which is Engineers' Station 141+81.0, continuing south 29° east, along an existing boundary fence, a distance of 50.1 feet; thence south 63°38' west being parallel to and 50 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 1072.2 feet, more or less, to an existing boundary fence; thence north 24°50' west, along an existing westerly boundary fence, a distance of 50.1 feet to the point of beginning;

A strip of land being 93 feet wide, or more, and 2780 feet long, more or less, lying in the Southwest Quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

THENCE SOUTH along the range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which point is Engineers' Station 94+20.6, as now surveyed; thence south 64°02' west along the centerline of the proposed railroad spur track, a distance of 161.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 282.2 feet to a point of tangency; thence south 47°06' west, tangent to the last described course, a distance of 459.9 feet to a point of curve; thence along a curve to the right having a radius of 2864.93 feet, a distance of 233.3 feet to a point of tangency; thence south 51°46' west, tangent to the last described course, a distance of 723.8 feet to a point of curve; thence along a curve to the left having a radius of 5729.65 feet, a distance of 290.0 feet to a point of tangency; thence south 48°52' west, tangent to the last described course, a distance of 900.3 feet to a point of curve; thence along a curve to the right having a radius of 955.37 feet, a distance of 307.0 feet to a point of tangency, thence south 67°17' west, tangent to the last described course, a distance of 33.2 feet, more or less, to an existing boundary fence, which is Engineers' Station 60+29.0, as now surveyed, which is the True Point of Beginning: Thence north 0°07' east along said existing boundary fence a distance of 54.2 feet; thence south 67°17' west, being parallel to and 50.0 feet distant northwesterly from the centerline of said railroad

spur track, a distance of 1581.8 feet to a point of curve; thence along a curve to the right having a radius of 1382.69 feet, a distance of 388.5 feet to a point of tangency; thence south 83°23' west, tangent to the last described course, a distance of 811.0 feet, more or less, to the Section line between Section 13 and 14, Township 11 South, Range 43 East, Boise Meridian; thence south along said Section line, a distance of 50.3 feet to the centerline of the proposed railroad spur track, which is Engineers' Station 32+49.0, as now surveyed; thence continuing south on said Section line a distance of 64.4 feet to an existing boundary fence; thence north 83°23' east along said existing boundary fence, a distance of 924.0 feet more or less; to an existing fence corner; thence along existing boundary fence north 56°04' east, a distance of 98.3 feet, more or less, to an existing fence; thence north 0°07' west on an existing boundary fence, a distance of 34.0 feet, more or less, to the point of beginning;

A strip of land being 50 feet wide, or more, and 4479.5 feet long, more or less, lying in the east half of Section 5 and in the west half of Section 4, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11, South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due South), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last described course a distance of 4130.06 feet to a point of curve; thence along a curve to the left having a radius of 1910.08 feet, a distance of 383.9 feet, to a point of tangency; thence north 32°45' east, tangent to the last described course, a distance of 371.4 feet to a point of curve; thence along a curve to the right having a radius of 1432.69 feet, a distance of 344.1 feet to a point of tangency; thence north 46°31' east, tangent to the last described course, a distance of 380.3 feet, more or less, to an existing boundary fence which runs northwest-southeast, and which fence is the easterly boundary

fence of the Forest access road as it joins the easterly end of Fourth Street of Georgetown, Idaho, which point is Engineers' Station 200+41.0 of the spur track, as now surveyed, and which is the True Point of Beginning: Thence northwesterly along said existing boundary fence a distance of 25 feet, more or less; thence north 46°31' east, parallel to and 25 feet distant from the centerline of the railroad spur track, as now surveyed, for a distance of 391.4 feet, more or less, to a point of curve; thence along a curve to the right having a radius of 5755 feet, for a distance of 294.6 feet to a point of tangency; thence north 49°27' east, tangent to the last described course, being parallel to and 25 feet distant northwesterly from the centerline of the railroad spur track, as now surveyed, for a distance of 1352.3 feet, more or less, to an existing fence, which fence is the westerly boundary fence of the Summit View Road, thence continuing north 49°27' east, 25 feet distant northwesterly from the centerline of the railroad spur track, as now surveyed, a distance of 506.6 feet, more or less, to a point of curve, thence along a curve to the right having a radius of 980.4 feet, a distance of 415.6 feet, to a point of tangency; thence north 16°15' west, a distance of 35 feet; thence north 73°45' east, parallel to and 60 feet distant northwesterly from the centerline of the railroad spur track, as now surveyed, a distance of 185.8 feet to a point; said point is on a line a distance of 3462.5 feet from the brass cap marking the northeast corner of Section 5, Township 11 South, Range 44 East, Boise Meridian, and said line is at an angle of 89°58' from the northerly boundary of said Section 5, the bearing of said line is north 0°28' west, as it intersects the railroad spur track, which bears north 73°45' east, at Engineers' Station 212+56.8 and said point is considered to be on the east boundary of said Section 5; thence continuing north 73°45' east, 60 feet distant northwesterly from the centerline of the railroad spur track, as now surveyed, a distance of 1362.0 feet, more or less, to a line which is considered to be the easterly boundary of Northwest Quarter, Southwest Quarter of Section 4, Township 11 South, Range 44 East, Boise Meridian; thence south along this easterly boundary of Northwest Quarter, Southwest Quarter, a distance of 62.4 feet to the centerline of the railroad spur track as now surveyed, which is Engineers' Station 226+18.8; thence continuing south on the east boundary of NW¼SW¼ of Section 4, Township 11 South, Range 44 EBM, a distance of 88.3 feet; thence south 73°45' west, being parallel to and 85 feet southerly from the centerline of the railroad spur track, as now surveyed, a distance of 924.8 feet, more or less, to an existing fence; thence south 15°17' east, along an existing fence a distance of 62 feet; thence south 78°23' west, along an existing fence a distance of 138.6 feet; thence north 85°25' west, along an existing fence a distance of 96.9 feet; thence south 69°49' west, along an existing fence, a distance of 123.3 feet; thence south 39°06' west, along an existing fence, a distance of 61.7 feet; thence south 55°17' west, along an existing fence, a distance of 160.1 feet; thence south 81°32' west, along an existing fence, a distance of 145.3 feet; thence north 78°14' west, along an existing fence, a distance of 177.4 feet; more or less, which point is 50 feet southeasterly from the centerline of the railroad spur track, as now surveyed; thence along a curve to the left having a radius of 355 feet, a distance of 88.1 feet, more or less, to a point of tangency, which point is 50 feet southeasterly from Engineers' Station Equation 225+84.62 back equals 206+82.96 ahead of the railroad spur track, as now surveyed; thence south 49°27' west, being parallel to and 50 feet distant southerly from the centerline of the railroad spur track, as now surveyed, for a distance of 1858.9 feet, to a point of curve; thence along a curve to the left, having a radius of 5680 feet, a distance of 290.8 feet to a point of tangency; thence south 46°31' west, tangent to the last described course, being parallel to and 50 feet distant

southerly from the centerline of the railroad spur track as now surveyed, a distance of 391.4 feet, more or less, to an existing boundary fence along the northerly side of the Forest access road as it joins the easterly end of Fourth Street in Georgetown; thence northwesterly, along said existing boundary fence, a distance of 50 feet, more or less, to the point of beginning;

A strip of land being 150 feet wide, more or less, lying in the south half of Section 4, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho, said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east, along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east, tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last described course a distance of 4130.06 feet to a point of curve; thence along a curve to the left having a radius of 1910.08 feet, a distance of 383.9 feet to a point of tangency; thence north 32°45' east, tangent to the last described course, a distance of 371.4 feet to a point of curve; thence along a curve to the right having a radius of 1432.69 feet, a distance of 344.1 feet to a point of tangency; thence north 46°31' east, tangent to the last described course, a distance of 771.6 feet to a point of curve; thence along a curve to the right having a radius of 5730 feet, a distance of 293.3 feet to a point of tangency; thence north 49°27' east, a distance of 1858.9 feet to a point of curve; thence along a curve to the right having a radius of 955.4 feet, a distance of 405.0 feet to a point of tangency; thence north 73°45' east, tangent to the last described course, a distance of 1530.8 feet, to Engineers' Station 226+18.8, which is considered to be a point on the east boundary of the NW¼SW¼ Section 4, Township 11 South, Range 44 East, Boise Meridian, and is the True Point of Beginning: Thence north, along the east boundary of NW¼SW¼ of Section 4, Township 11 South, Range 44 E, B. M., a distance of 67.5 feet; thence north 73°45' east, parallel to, and 65 feet distant northerly from the centerline of the railroad spur track, a distance of 762.8 feet, to a point of curve; thence along a curve to the right having a radius of 11,524.2 feet, a distance of 221.2 feet to a point of tangency,

thence north 74°51' east, tangent to the last described course, being parallel to and 65 feet distant Northerly from the centerline of the railroad spur track, a distance of 364.5 feet, to a point of curve; thence along a curve to the left having a radius of 2799.8 feet a distance of 26.0 feet, more or less, to the northern boundary of the south half of said Section 4; thence east along said northerly boundary of S½, Section 4, a distance of 230.7 feet to the centerline of the railroad spur track, which is Engineers' Station 242+31.8; thence continuing east on said northern boundary of S½, Section 4,a distance of 271.7 feet; thence south 72°51' west, being parallel to and 85 feet distant southerly from the centerline of the railroad spur track, a distance of 305.3 feet to a point of curve; thence along a curve to the right having a radius of 2949.8 feet, a distance of 205.9 feet to a point of tangency; thence south 74°51' west, tangent to the last described course, being parallel to and 85 feet distant southerly from the centerline of the railroad spur track, a distance of 364.5 feet to a point of curve; thence along a curve to the left having a radius of 11,344.2 feet, a distance of 218.4 feet to a point of tangency; thence south 73°45' west, tangent to the last described course, being parallel to and 85 feet distant southerly from the centerline of the railroad spur track, a distance of 805.2 feet, more or less, to the easterly boundary of NW¼SW¼, Section 4; thence north, along the aforementioned boundary of NW¼SW¼, Section 4, a distance of 88.3 feet to the point of beginning;

A strip of land being 50 feet wide, or more, and 257 feet long, more or less, lying in the Southeast quarter of Section 7, Township 11 South, Range 44 East, Boise Meridian, and the Southwest quarter of Section 8, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43, East Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left having a radius of 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last descirbed course a distance of feet to an existing boundary fence, which

is Engineers' Station 157+00 and which is the True Point of Beginning: Thence South 60°22' west along an existing southerly boundary fence a distance of 90.15 feet; thence north 44°16' east, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, a distance of 257 feet, more or less, to an existing easterly boundary fence; thence south 27°28' east, along an existing easterly boundary fence a distance of 26.3 feet to the centerline of the proposed railroad spur track as now surveyed, which is Engineers' Station 158+62.2; thence continuing south 27°28' east along an existing boundary fence a distance of 44.9 feet, more or less, to an existing fence corner; thence south 60°22' west, along an existing southerly boundary fence a distance of 154.1 feet, more or less, to the point of beginning ; said strip of land--;

A strip of land being 50 feet wide, or more, and feet long, more or less, lying in the north half of Section 8, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east tangent to the last described course, a distance of 1599.8 feet to a point of curve; thence along a curve to the left having a radius 955.37 feet, a distance of 322.8 feet to a point of tangency; thence north 44°16' east, tangent to the last decribed course a distance of 3224.1 feet to an existing boundary fence, which is Engineers' Station 176+54.8, as now surveyed, and which is the True Point of Beginning: Thence north 24°44' west along an existing boundary fence, a distance of 26.8 feet; thence north 44°16' east being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 896.9 feet, more or less, to a point of curve; thence along a curve to the left having a radius of 1885.08 feet for a distance of 378.90 feet to a point of tangency; thence north 32°45' east, tangent to the last described course and being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 371.4 feet, to a point of curve; thence along a curve to the right having a radius of 1457.69 feet, a distance of 350.25 feet, to a point of tangency;

thence north 46°31' east tangent to the last described course and being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 335.9 feet to an existing easterly boundary fence; thence south 36°19' east along an existing boundary fence a distance of 25.2 feet to the centerline of the proposed railroad spur track, which is Engineers' Station 199+93.5, as now surveyed; thence continuing south 36°19' east along an existing boundary fence, a distance of 25.2 feet to an existing fence corner; thence south 46°31' east along an existing fence which is 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 329.6 feet, more or less, to a point of curve; thence along an existing fence, which curves to the left, having a radius of 1407.69 feet, which is 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 338.23 feet, to a point of tangency; thence south 32°45' west, tangent to the last described course, being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 371.41 feet, to a point of curve; thence along a curve to the right having a radius of 1935.08 feet, a distance of 388.95 feet, to a point of tangency; thence south 44°16' west tangent to the last described course being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 909.64 feet, to an existing boundary fence; thence north 24°44' west along an existing boundary fence a distance of 25.2 feet to the true point of beginning;

A strip of land being 50 feet wide, or more, and 1606 feet long, more or less, lying in the southeast quarter of Section 7, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked;

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south , a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 1161.2 feet to a point of curve; thence along a curve to the right having a radius of 1910.08 feet, a distance of 522.2 feet to a point of tangency; thence north 79°42' east, tangent to the last described course, a distance of 1002.4 feet to a point of curve; thence along a curve to the left having a radius of 1432.69 feet, a distance of 401.7 feet to a point of tangency; thence north 63°38' east, tangent to the last described course, a distance of 1599.8 feet to a point of curve, thance along a curve to the left having a radius of 955.37 feet a distance of 73.06 feet to an existing boundary fence, which is Engineers' Station 141+81.0, as now surveyed, and which is The True Point of Beginning :

Thence north 29° west, along an existing boundary fence, a distance of 25 feet; thence along a curve to the left having a radius of 930.37 feet being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 243.18 feet to a point of tangency; thence north 44°16' east tangent to the last described course, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 1182.7 feet, more or less, to an existing boundary fence; thence north 60°22' east, along an existing boundary fence a distance of 90.15 feet to the centerline of the proposed railroad spur track, being Engineers' Station 157+00, as now surveyed; thence continuing north 60°22' east, along an existing boundary fence, a distance of 90.15 feet; thence south 44°16' west, being parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 1355.9 feet, more or less, to a point of curve; thence along a curve to the right, having a radius of 980.37 feet, a distance of 256.25 feet, more or less, to an existing westerly boundary fence; thence north 29° west, along an existing boundary fence, a distance of 25 feet to the point of beginning;

A strip of land being 65 feet wide, or more, and 348 feet long, more or less, lying in the northwest quarter of Section 18, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 east and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 192.8 feet, more or less, to an existing boundary fence, which is Engineers' Station 96+13.4, as now surveyed, and which is The True Point of Beginning: Thence north 26° west, along an existing boundary fence, a distance of 25 feet; thence north 64°02' east, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 348.1 feet, more or less, to an existing easterly boundary fence; thence south 26° east, along an existing boundary fence a distance of 25 feet to the centerline of said proposed railroad spur track, and which is Engineers' Station 99+61.5, as now surveyed; thence continuing south 26° east along an existing boundary fence a distance of 40 feet, more or less, to an existing boundary fence; thence south 64°02' west, along an existing southerly boundary fence, a distance of 348.1 feet, more or less, to an existing westerly boundary fence; thence north 26° west, along an existing boundary fence, a distance of 40 feet, more or less, to the point of beginning;

A strip of land being 67.5 feet wide, or more, and 245 feet long, more or less, lying in the northeast quarter of Section 13, Township 11 South, Range 43 East, Boise Meridian, and the northwest quarter of Section 18, Township 11, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled. "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9 feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineer's Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track, a distance of 92.85 feet, more or less, to the easterly boundary fence, which is Engineers' Station 95+13.4, as now surveyed, and which is The True Point of Beginning: Thence north 26° west along said boundary fence, a distance of 42.5 feet to a fence corner; thence south 64° west along the existing fence a distance of 245 feet, more or less; thence south 26° east along an existing fence 42.5 feet to the centerline of the proposed railroad spur track, which is Engineers' Station 92+69.00, as now surveyed; thence continuing southerly along this existing boundary fence, south 26° east, a distance of 25 feet; thence north parallel to and 25 feet distant southerly from the centerline of the proposed railroad spur track, a distance of 245 feet, more or less, to an existing easterly boundary fence; thence north 26° west along this existing boundary fence a distance of 25 feet, to the point of beginning;

A strip of land being 100 feet wide, or more, and 1035 feet long, more or less, lying in the Northwest Quarter of Section 18, Township 11 South, Range 44 East, Boise Meridian, Bear Lake County, Idaho; said strip of land being a part of the land shown on a plat placed on file with the County Recorder, Bear Lake County, Idaho, entitled, "Central Farmers Fertilizer Company Spur Track--Union Pacific Mainline Tracks to Caribou National Forest Boundary", and more particularly described as follows: Beginning at a brass cap on a three-inch diameter pipe set in the ground at the northeast corner of Section 1, Township 11 South, Range 43 East, Boise Meridian, marked:

T 10 S
R 43 E : R 44 E
S 36 : S 31
S 1 : S 6
T 11 S
1924

thence south along a range line between Range 43 East and Range 44 East, Boise Meridian (assumed bearing of Range line is due south), a distance of 11,434.9

feet, more or less, to a point on the centerline of the proposed railroad spur track, which is Engineers' Station 94+20.6, as now surveyed; thence north 64°02' east along the centerline of the proposed railroad spur track a distance of 1161.2 feet to a point of curve; thence along a curve to the right, having a radius of 1910.08 feet, a distance of 134.25 feet to an existing boundary fence, which is Engineers' Station 107+16.0, as now surveyed, and which is The True Point of Beginning; thence north 25°45' west, along an existing boundary fence, a distance of 25.06 feet; thence along a curve to the right, having a radius of 1935.08 feet, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 393.1 feet, more or less, to a point of tangency; thence north 79°42' east, tangent to the last described course, being parallel to and 25 feet distant northerly from the centerline of the proposed railroad spur track, as now surveyed, a distance of 639.9 feet, more or less, to an existing boundary fence; thence south 26°09' east, along an existing easterly boundary fence, a distance of 26 feet to the centerline of the proposed railroad spur track, as now surveyed, which is Engineers' Station 117+51.0; thence continuing south 26°09' east, along an existing easterly boundary fence, a distance of 79.2 feet, more or less, to an existing boundary fence; thence north 86°15' west, along an existing southerly boundary fence, a distance of 137.25 feet, more or less; thence south 79°12' west, along an existing southerly boundary fence, a distance og 453.9 feet, more or less; thence south 71°25' west, along an existing southerly boundary fence, a distance of 450.5 feet, more or less; thence north 25°45' west, along an existing westerly boundary fence, a distance of 77.6 feet, more or less, to the point of beginning;

EXCEPT THEREFROM the following described tract:

A tract of land lying in the N½ of Section 18, and the S½ of Section 7, Township 11 South, Range 44 East of the Boise Meridian, being a portion of Bear Lake County Assessor's tract No. 4696 described as follows:

Beginning at a brass cap on a three-inch diameter pipe set in the ground at the Northeast corner of Section 1, Township 11 South, Range 43 East of the Boise Meridian; thence South along a range line between Range 43 East and Range 44 East, B.M. (assumed bearing of Range line is due South), a distance of 11,434.9 feet, more or less, to a point on the centerline of party of First Part's Railroad Spur Track, which is Engineer's Station 94+20.6, as now constructed; thence North 64°02' East along the centerline of the railroad spur track 1161.2 feet to a point of curve; thence along a curve to the right, having a radius of 1910.08 feet, 522.2 feet, to a point of tangency; thence North 79°42' East 647 feet, more or less, to the line of an existing boundary fence extended, which is Engineer's Station 117+51.0; thence South 26°09' East along the line of the extension of an existing fence 52.0 feet, more or less, to a point 50 feet Southerly from the centerline of the railroad spur track which is the TRUE POINT OF BEGINNING; and running

thence North 79°42' East parallel to and 50 feet distance Southerly from the centerline of the railroad spur track along the present right of way fence line 341.2 feet, more or less, to a point of curve;

thence along a curve to the left having a radius of 1482.40 feet and being parallel to and 50 feet distance Southerly from the centerline of the railroad spur track, 415.7 feet to a point of tangency;

thence North 63°38' East, continuing parallel to and 50 feet distant Southerly from the centerline of the railroad spur track, 599.7 feet, more or less, to the line of an existing Easterly boundary fence which intersects the railroad spur track centerline at Engineer's Station 131.09.0;

thence South 24°50' East along said Easterly boundary fence line 175.5 feet, more or less, to an existing fence corner;
thence South 76°19' West, along an existing Southerly boundary fence, 1397.3 feet, more or less, to an existing Westerly fence line extended;
thence North 26°09' West along said fence line extended 27.2 feet, more or less, to the point of beginning.

CONDA PARTNERSHIP

Township 13 South, Range 44 East of the Boise Meridian:

Section 4: [illegible] at the West ¼ corner of said Section 4;
thence North 0°25'02" East 2677.78 feet, more or less, along an existing fence to the Section corner;
thence North 89°59'21" East 1223.17 feet along an existing fence to a fence corner;
thence South 0°40'33" East 515.15 feet along an existing fence to a fence corner;
thence South 87°21'25" East 836.13 feet along an existing fence to the West right of way fence of the railroad right of way;
thence South 21°26'16" East 1558.88 feet along said railroad right of way fence to an angle point;
thence West 1379.92 feet;
thence South 1318.30 feet to a point on an existing fenceline;
thence South 89°19'50" West 1229.73 feet along an existing fence to the East right of way fence of Bern Road;
thence North 29°32'04" West 756.95 feet along said East right of way fence to a fence intersection;
thence North 89°51'08" East 328.98 feet along an existing fence,
to the point of beginning.

EXCEPT THEREFROM and reserving to Circle Six, Inc., an Idaho corporation all water and mineral rights appurtenant thereto.

Together with an easement for ingress and egress across the following described parcel of land:
Beginning at a point which is 673.29 feet North and 1273.82 feet East of the West ¼ corner of said Section 4;
thence East 50.00 feet;
thence South 1317.72 feet;
thence South 0°05'20" East 583.43 feet to the North right of way line of State Highway 89;
thence South 89°19'50" West 50.00 feet;
thence North 0°05'20" West 583.43 feet;
thence North 1318.30 feet,
to the point of beginning.

TOGETHER WITH the following Easements and Rights of Way, more particularly described as follows:

Easement for a road granted by Monsanto Company, a Delaware corporation, to El Paso Products Company, a corporation; by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62411, in the microfilm records of Caribou County, Idaho. Said easement affects the following described tract located in Section 16, T 8 S, R 42 EBM., to-wit:

Commencing at the point of intersection of the east line of the W½NE¼ of said Section 16, and the North right of way line of the public road known as the Conda Road, thence in a Westerly direction along the North right of way line of the Conda Road to the point of intersection with the West right of way line of Monsanto's private Haul Road and the place of BEGINNING, and running thence in a Northerly direction along the West right of way line of the Monsanto's private Haul Road 90 feet;
thence in an Easterly direction and parallel with the North right of way line of the Conda Road for a distance of 30 feet;
thence in a Southerly direction and parallel with the West right of way line of the Monsanto's private Haul Road 90 feet to the North right of way line of the Conda Road;
thence in a Westerly direction 30 feet,
to the point of beginning

Right of way for road granted by Monsanto Company, a corporation, to El Paso Products Company, a corporation by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62412, in the microfilm records of Caribou County, Idaho. Said easement affects a tract in the NE¼NE¼ of said Section 16, T 8 S, R 42 EBM, more particularly described as follows:

A strip of land 25 feet in width lying 12½ feet on each side of a centerline described as follows:

Beginning at a point on the North line of said Section 16, 966.5 feet West of the Northeast corner of said Section 16, and running
thence South 28°22' West, parallel to and 12.5 feet Westerly from the Westerly right of way fence of Monsanto's Haul Road 757 feet, more or less, to a point on the East 1/16th line of said Section, said point being 663.5 feet South of the North line of said Section 16.

Easement and right of way to install, service, maintain and use underground pipelines and power cables granted by Monsanto Company to El Paso Products Company by Easement dated December 8, 1967, recorded December 29, 1967, under recorder's instrument No. 62413, in the microfilm records of Caribou County, Idaho. Said easement affects the W½ of Section 10 and a part of the E½ of Section 9, T 3 S, R 42 EBM., more particularly described as follows:

An easement 100 feet in width lying 50 feet on each side of a centerline described as follows:

Beginning at the Northwest corner of Section 10, T 8 S., R 42 E of the Boise Meridian, and running
thence South along the West line of said Section a distance of 3255 feet;
thence North 86°25' East a distance of 62.4 feet, more or less, to a point on the East line of the Monsanto Haul Road in the W½ of said Section 10, to the true point of beginning of the right of way hereby granted;
thence South 86°25' West 62.4 feet, more or less to a point on the West line of said Section 10 and the East line of said Section 9;
thence continuing South 86°25' West a distance of 42.4 feet, more or less, to a point on the West line of the Monsanto Haul Road in said Section 9, a total distance of 104.8 feet, more or less.

Easement for construction and location of road granted by the State of Idaho, by and through the State Board of Land Commissioners and Murrie C. Godfrey and Rhea Godfrey, husband and wife, to El Paso Products Company, by State of Idaho Easement dated February 13, 1968, recorded June 26, 1968, under recorder's instrument No. 63974, in the microfilm records of Caribou County, Idaho. Said easement affects the NW¼NE¼ of Section 16, T 8 S, R 42 EBM, more particularly described as follows:

Parcel No. 1.

A strip of land 25 feet wide in the NW¼NE¼ of said Section 16, aforesaid, said strip of land being 12.5 feet left and 12.5 feet right of the following described centerline;

Beginning at a point on the East 1/16th line of said Section, said point being 663.5 feet South of the North line of said Section, and running
thence South 28°22' West parallel to and 12.5 feet Westerly from the Westerly Right of Way fence of the Monsanto Haul Road 294.8 feet;
thence South 29°00' West 237.9 feet, to the point of curvature of a 75 foot radius curve to the left;
thence along said curve 53.6 feet;
thence South 12°32' East 81.9 feet, more or less, to the point of intersection of said centerline with the Westerly Right of Way line of the Monsanto Haul Road;

Parcel No. 2.

A tract of land in the NW¼NE¼ of said Section 16, aforesaid, more particulary described as follows:

Beginning at a point on the East 1/16th line of said Section, said point being 689.9 feet South of the North line of said Section, and running
thence South 28°22' West along the Westerly Right of Way fence of the Monsanto Haul Road 271.6 feet to the TRUE POINT OF BEGINNING; said point being the point of curvature of a 1055.3 feet radius curve to the left;
thence along said curve 322.9 feet;
thence North 12°32' West 51.7 feet, to the point of curvature of a 62.5 foot radius curve to the right;
thence along said curve 44.6 feet, to the point of tangency of said curve;
thence North 29°00' East 237.9 feet more or less to the TRUE POINT OF BEGINNING.

Easement and right to use, service and maintain one existing underground culvert from the purpose of a tails line granted by Monsanto Company, a corporation to Mountain Fuel Supply Company, a corporation by Easement dated December 22, 1967, recorded January 12, 1968, under recorder's instrument No. 62566, in the microfilm records of Caribou County, Idaho. Said easement affects the SW¼SW¼ of Section 3, T 8 S, R 42 EBM. and more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section, and running, thence East 523 feet; thence North 7 feet, to the TRUE POINT OF BEGINNING, said point is on the West Right of Way boundary of the Monsanto Haul Road;
thence North 38°00' East 23 feet;
thence South 76°00' East 110 feet, to the North boundary of MFS property;
thence West 22 feet, along the MFS boundary to within 8'6" of the center of the railroad;
thence South 38°00' West 17 feet, again along the MFS boundary;
thence North 76°00' West 91 feet,
to the TRUE POINT OF BEGINNING.

Pole Line Easement granted by Monsanto Company, a Delaware corporation, to Mountain Fuel Supply Company, a corporation, by easement dated December 22, 1967, recorded January 12, 1968, under recorder's instrument No. 62567, in the microfilm records of Caribou County, Idaho. Said easement affects the SW¼SW¼ of Section 3, T 8 S, R 42 EBM., more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section 3, aforesaid, and running thence East 523 feet; thence North 7 feet; to the TRUE POINT OF BEGINNING, said point is on the West Right of Way boundary of the Monsanto Haul Road, and running
thence North 38°00' East 23 feet;
thence South 76°00' East 110 feet, to the North boundary of MFS property;
thence West 22 feet, along said MFS boundary to within 8'6" of the center of railroad;
thence South 38°00' West 17 feet, again along MFS boundary;
thence North 76°00' West 91 feet,
to THE TRUE POINT OF BEGINNING.

Easement and right to install, service, maintain and use three corrugated, galvanized steel culverts, as water lines granted by Monsanto Company, a Delaware corporation, to Mountain Fuel Supply Company, a corporation, by easement dated December 22, 1967, recorded January 12, 1968, under recorder's instrument No. 62568, in the microfilm records of Caribou County, Idaho. Said easment affects a tract of land in the SW¼NW¼ of Section 10, T 8 S, R 42 EBM., more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of said Section 10, aforesaid, thence North 3488.0 feet along the Section line to the TRUE POINT OF BEGINNING, said point is on the West Right of Way boundary of the Monsanto Haul Road, and running

thence North 1°15' East 24.0 feet, along said right of way;
thence East 100.0 feet;
thence South 0°55' East 24.0 feet;
thence West 100.0 feet,
to the TRUE POINT OF BEGINNING.

Easement and Right of Way for a gas pipeline granted by El Paso Products Company to Intermountain Gas Company, by instrument dated July 13, 1967, recorded October 9, 1967, under recorder's instrument No. 61694, in the microfilm records of Caribou County, Idaho, more particularly described as follows:

An easement across a plot of land located in the W½W½ of Section 10; T 8 S, R 42 EBM., and also the NW¼NW¼ of Section 15, T 8 S, R 42 EBM.

Said easement being 30 feet wide and whose center line is more particularly described as follows:

Commencing at the Northwest corner of said Section 10, and running
thence North 89°36' East along the North line of said Section 10, a distance of 1282.0 feet, to the Northeast corner of the NW¼NW¼ said Section 10;
thence South 0°58' East along the East line of the W½NW¼ of said Section 10, a distance of 1935.0 feet;
thence South 89°05' West along the property line a distance of 4.0 feet, to the TRUE POINT OF BEGINNING, and running
thence South 10°45' West 114.36 feet;
thence South 0°36' East 4093 feet, more or less, to a point on the Northerly right of way line of the Conda Road.

Easement for a road right of way granted by El Paso Products Company, a corporation to Mountain Fuel Supply Company, by easement dated July 13, 1967, recorded December 15, 1967, under recorder's instrument No. 62280, in the microfilm records of Caribou County, Idaho. Said easement affects Sections 10 and 15, T 8 S, R 42 EBM., to-wit:

A strip of land 32 feet wide in Section 10 and Section 15, T 8 S, R 42 EBM., said strip of land being 16 feet left and 16 feet right of the following described centerline:

Beginning at a point North 89°36' East 1282.0 feet and South 0°58' East 1935.0 feet from the Northwest corner of Section 10, aforesaid and running thence South 0°33' East 4190 feet, more or less, to the Northerly right-of-way line of the Conda Road;

EXCEPT therefrom that portion of said strip of land lying in the SE¼NW¼ of Section 10, T 8 S, R 42 EBM.

Easement for a right of way granted by El Paso Products Company, a corporation to Mountain Fuel Supply Company, a corporation, by easement dated July 13, 1967, recorded December 15, 1967, under recorder's instrument No. 62279, in the microfilm records of Caribou County, Idaho. Said easement affects the following described tracts of land:

Tract No. 1.

A strip of land in the SW¼NW¼ of Section 10, T8S, R42 E,B.M., described as follows:

Beginning at a Brass Cap Monument marking the location of the Southwest corner of Section 10, aforesaid and running
thence North 3488.0 feet, along the section line;
thence East 220.0 feet, to the TRUE POINT OF BEGINNING; said point is 8.5 feet Easterly from the centerline of the existing EPCO Spur Line;
thence North 0°55' West 24.0 feet;
thence West 120.0 feet;
thence South 0°55' East 24.0 feet;
thence East 120.0 feet,
to the TRUE POINT OF BEGINNING.

Tract No. 2.

A tract of land in the E½NE¼ of Section 9, T8S, R42E, B.M., more particularly described as follows:

Beginning at a Brass Cap Monument marking the location of the Southeast corner of Section 9, T8S, R42E, B.M., and running
thence along Section line North 0°26' West 3488.0 feet to the TRUE POINT OF BEGINNING:
thence West 69.0 feet;
thence North 0°26' West to the North Section Line of Section 9, approximately 1817 feet;
thence Easterly along said Section line 24.0 feet;
thence South 0°26' East approximately 1793 feet;
thence East 45.0 feet to the East Section line;
thence along section line South 0°26' East 24 feet,
to the TRUE POINT OF BEGINNING.

Right of Way and easement on which to construct, maintain and operate a haul road, granted by El Paso Products Company, a Texas corporation, and Mountain Fuel Supply Company, a Utah corporation, by instrument dated December 20, 1967, recorded January 3, 1968, under recorder's instrument No. 62455, in the microfilm records of Caribou County, Idaho. Said easement shall be 200 feet in width lying equally on either side of the centerline, except as necessarily limited as set forth below in the following described tract in Section 9, T 8 S, R 44 EBM., more particularly described as follows:

Beginnning at Station 0+00 which is located at the center of El Paso Tipple whence the East Quarter corner of Section 9, T 8S., R 44 E. of the Boise Meridian bears South 44°42' East 2418.3 feet;
thence South 65°22' East 19.0 feet to a point of curve to the left on the existing El Paso scraper haul road, the radius of which is 333.5 feet;
thence along the arc of said curve, through an angle of 45°55' a distance of 267.5 feet to a point of curve to the right, the radius of which is 249.11 feet;
thence along the arc of said curve, through an angle of 74°00' a distance of 321.7 feet to Station 6+08.2;
thence South 37°17' East 997.7 feet to Station 16+05.9, the point of curve to the right the radius of which is 1273.24 feet;
thence along the arc of said curve, through an angle of 17°03' a distance of 392.2 feet to Station 19+98.1;
thence South 19°38' East 633.3 feet to Station 26+31.4 the point of curve to the right, the radius of which is 1432.4 feet;
thence along the arc of said curve, through an angle of 18°45' a distance of 468.8 feet to Station 31+00.2;
thence South 0°53' East 170.1 feet to Station 32+70.3, the point of curve to the right, the radius of which is 1910.10 feet;
thence along the arc of said curve, through an angle of 12°00' a distance of 26.0 feet to Station 32+96.3 a point on the South line on the parcel of land now owned by El Paso Products Company, whence the east quarter corner of said Section 9, bear North 3°24' East 768.2 feet.

Right of way for a road, granted by Slug Creek Ranch, Inc., an Idaho corporation, to Mountain Fuel Supply Company, a Utah corporation, by instrument dated March 13, 1967, recorded April 3, 1967, under recorder's instrument No. 60193, in the microfilm records of Caribou County, Idaho. Said easement affects the following described land:

Beginning at a point on the County Road approximately 1850 feet South of the North line and 400 feet West of the East line of Section 8, Township 9 South, Range 44 East, Boise Meridian; and running
thence Easterly and Southeasterly to the East line of Grantor's property in Section 9, Township 9 South, Range 44 East, Boise Meridian.

Easement and rights pertaining thereto, as set forth in Easement Agreement between Beker Industries Corp., and Conda Partnership, dated January 9, 1979, recorded January 9, 1979, under recorder's instrument No. 98946, in the microfilm records of Caribou County, Idaho.

Schedule 8

Permitted Company Exceptions

1. Security interest granted in favor of Commercial Credit Business Loans, Inc., covering certain now owned or after acquired inventory of the Company, wherever located, including raw materials, work in process and finished products, filed in the office of the Secretary of State of the State of Idaho on March 29, 1983 under number B68479.

2. Security interest granted in favor of Zeigler Engineering Sales, Inc., covering one (1) Hardopact Crusher (Serial No. 418) and one (1) Expanded Metal Drive Guard of the Company, filed in the office of the County Recorder of Caribou County on July 10, 1981 under number 109177 and filed in the office of the Secretary of State of the State of Idaho on July 17, 1981 under number B41529.

3. Security interest originally granted in favor of Cass Marketing Services, Inc., and assigned to South Milwaukee Marine Bank covering certain IBM office equipment of the Company, filed in the office of the Secretary of State of the State of Idaho on December 23, 1980 under number B32627.

4. Security interest originally granted in favor of Bankers Leasing Association Inc., and assigned to Chase Commercial Corp. covering one (1) Micronet 2 Terminal SN246A772 of the Company, filed in the office of the Secretary of State of the State of Idaho on October 21, 1980 under number B30179.

5. Security interest granted in favor of IBM Corporation, covering new IBM Dual Data Stations of the Company, filed in the office of the Secretary of State of the State of Idaho on August 28, 1980 under number B27986.

6. Security interest granted in favor of Citibank, N.A., as Agent, covering certain inventory of the Company, including proceeds and products thereof, filed in the office of the Secretary of State of the State of Idaho on March 1, 1983 under number B66836.