

COUNTERPART NO.

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 1

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1524

NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

THE CHASE MANHATTAN BANK,
NEW YORK, NEW YORK
AS TRUSTEE

STATE OF IOWA }
MADISON COUNTY } ss

Filed for record the 9 day of April
A. D. 19 59 at 3:10 o'clock P. M.
Recorded in book 106 B on page 1
Mary E. Welty Recorder
Deputy

To 4960 N. G. M.

84 pgs

IND.	✓
REC.	✓
PAGE	✓
C. M.	✓

INDEXED IN CHATTEL
MORTGAGE RECORD

Supplemental Indenture

DATED AS OF APRIL 1, 1959

(SUPPLEMENTAL TO INDENTURE DATED AS OF
NOVEMBER 1, 1945)

This instrument is filed as a Chattel Mortgage and is not required to be refiled
under the provisions of Section 61, Title 46, Oklahoma Statutes 1951.

This Supplemental Indenture, dated as of April 1, 1959, between **NATURAL GAS PIPELINE COMPANY OF AMERICA**, a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and **THE CHASE MANHATTAN BANK**, New York, New York (successor by merger to The Chase National Bank of the City of New York), a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), party of the second part, WITNESSETH:

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust dated as of November 1, 1945 (hereinafter referred to as the "Original Indenture"), to The Chase National Bank of the City of New York, as Trustee, to secure an issue of First Mortgage Pipeline and Collateral Trust Bonds, issuable in series, and has issued thereunder its First Mortgage Pipeline and Collateral Trust Bonds, 2.6% Series due 1963, due May 1, 1963 (hereinafter referred to as the "Bonds of 1963 Series"), in the aggregate principal sum of \$25,000,000, being the initial series of Bonds issued under the Original Indenture (of which Bonds of 1963 Series there were outstanding as of April 1, 1959, \$9,212,000 principal amount); and

WHEREAS, the Company has heretofore entered into a supplemental indenture dated as of July 1, 1946, with The Chase National Bank of the City of New York, as Trustee under the Original Indenture (hereinafter called the "First Supplemental Indenture"), providing for the issue of First Mortgage Pipeline and Collateral Trust Bonds, Second 2.6% Series due 1963, due May 1, 1963 (hereinafter referred to as "Bonds of Second 1963 Series"), in the aggregate principal amount of \$10,500,000, being the second series of Bonds issued under the Original Indenture (of which Bonds of the Second 1963 Series there were outstanding as of April 1, 1959, \$3,914,000 principal amount); and

WHEREAS, the Company has heretofore entered into a supplemental indenture dated as of June 1, 1948, with The Chase National Bank of the City of New York, as Trustee under the Original Indenture

(hereinafter called the "1948 Supplemental Indenture"), for the purpose of conveying and confirming unto the Trustee certain property acquired by the Company; and

WHEREAS, the Company has heretofore entered into a supplemental indenture dated as of December 1, 1950, with The Chase National Bank of the City of New York, as Trustee under the Original Indenture (hereinafter called the "Supplemental Indenture dated as of December 1, 1950"), providing for the issue of a new series of First Mortgage Pipeline and Collateral Trust Bonds, 27 $\frac{7}{8}$ % Series due 1963, due May 1, 1963 (hereinafter referred to as the "Bonds of the Third 1963 Series"), in the aggregate principal amount of \$7,500,000 (of which Bonds of the Third 1963 Series there were outstanding as of April 1, 1959, \$3,540,000 principal amount); and

WHEREAS, the Company has heretofore entered into a supplemental indenture dated as of December 30, 1950, with The Chase National Bank of the City of New York, as Trustee under the Original Indenture, for the purpose of subjecting to the lien of the Original Indenture as theretofore supplemented all of the properties of Texoma Natural Gas Company then acquired by the Company by virtue of the merger into the Company of the said Texoma Natural Gas Company; and

WHEREAS, on March 31, 1955, The Chase National Bank of the City of New York was merged under the Banking Law of New York into President and Directors of The Manhattan Company under the name of The Chase Manhattan Bank, which is now the Trustee under the Original Indenture and the indentures supplemental thereto; and

WHEREAS, the Company has heretofore entered into a supplemental indenture dated as of November 1, 1958, with The Chase Manhattan Bank, as Trustee under the Original Indenture (hereinafter called the "Supplemental Indenture dated as of November 1, 1958") (i) in which the Original Indenture, as theretofore supplemented and amended, was further supplemented and amended for the purpose of complying with the provisions of the Trust Indenture Act of 1939, as amended, for the purpose of adding certain amending provisions and of making certain

modifications and corrections thereafter to be effective, for the purpose of adding certain amending provisions which are to take effect in the future upon the happening of certain events and for other purposes, and (ii) in which provision was made for the issuance of a new series of First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1978 (hereinafter referred to as the "Bonds of the 1978 Series"), in the aggregate principal amount of \$30,000,000 all of which were outstanding as of April 1, 1959, (said Original Indenture, said First Supplemental Indenture, said 1948 Supplemental Indenture, said Supplemental Indentures dated, respectively, as of December 1, 1950, as of December 30, 1950, as of November 1, 1958, and this Supplemental Indenture being hereinafter collectively called the "Indenture"); and

WHEREAS, it is provided in the Original Indenture that Bonds of any series may from time to time be issued thereunder by the Company upon the deposit of cash with the Trustee equal to the aggregate principal amount of the Bonds whose authentication and delivery is then applied for or in a principal amount equal to 60% of the amount of Net Bondable Additions as such term is defined in the Original Indenture; as amended; and

WHEREAS, the Company has duly determined to create an additional series of its Bonds, to be issued under the Original Indenture, as amended, and as supplemented by this Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979, due April 1, 1979 (hereinafter referred to as the "Bonds of the 1979 Series"), and to issue an aggregate of \$20,000,000 principal amount of said Bonds as provided in the Indenture; and

WHEREAS, the Company desires in and by this Supplemental Indenture to set forth the description of, confirm unto the Trustee and give further assurance to it with respect to certain property heretofore acquired by the Company and now subject to the lien of the Indenture but not heretofore specifically described therein; and

WHEREAS, the texts of the First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979, the interest coupons to be attached to such Bonds and

the Certificate of Authentication of the Trustee to be endorsed thereon are to be substantially in the following forms, respectively:

(Form of Coupon Bond)

No. _____ \$ _____

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND,
4 $\frac{5}{8}$ % SERIES DUE 1979

Due April 1, 1979

NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to bearer, or, if this Bond be registered, to the registered owner hereof, One Thousand Dollars (\$1,000), on the first day of April, 1979, at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and to pay interest thereon from April 1, 1959, at the rate of 4 $\frac{5}{8}$ % per annum, payable at said office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in like coin or currency semi-annually on April 1 and October 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of six percent (6%) per annum. The interest accrued on the principal hereof prior to such principal becoming due and payable shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons hereto annexed as they severally mature.

This Bond is one of an authorized issue of Bonds of the Company issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise) under, and all equally and ratably secured by, an Indenture of Mortgage and

Deed of Trust dated as of November 1, 1945, executed by the Company to The Chase National Bank of the City of New York, as Trustee, as amended and supplemented by Supplemental Indentures dated, respectively, as of July 1, 1946, June 1, 1948, December 1, 1950, December 30, 1950, November 1, 1958, and April 1, 1959, (hereinafter collectively referred to as the "Indenture") to which Indenture reference is hereby made for a description of the properties mortgaged and pledged (except that certain property described in said Indenture has been released from the lien of said Indenture pursuant to the terms thereof), the nature and extent of the security, the rights of the holders of said Bonds and the annexed coupons and of the Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured. The word "Trustee," as used in this Bond, shall be construed to mean and include The Chase Manhattan Bank (successor by merger to The Chase National Bank of the City of New York), as Trustee under said Indenture as from time to time supplemented and amended, and any successor trustee thereunder. As provided in, and to the extent permitted by, said Indenture, the rights and obligations of the Company and of the holders of said Bonds and coupons may be changed and modified with the consent of the Company by the affirmative vote of the holders of at least 75% in principal amount of the Bonds then outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in said Indenture); *provided, however*, that without the consent of the holder hereof no such change or modification shall permit the reduction of the principal or the extension of the maturity of the principal of this Bond or the reduction in the rate of interest hereon or premium, if any, or any other modification of the terms of payment of such principal, interest or premium, if any, or shall reduce the percentage of Bonds required for the adoption of changes or modifications as aforesaid except that by said Supplemental Indenture dated as of November 1, 1958, certain amendments have been made to the Indenture, including a reduction from 75% to 66 $\frac{2}{3}$ % in the percentage of the vote required to effect certain changes in the rights and obligations of the Company and the holders of the Bonds and coupons, to become effective upon the happening of certain events. As provided in said Indenture, said Bonds are issuable in series which may vary as in said

Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979."

The Bonds of this series are subject to redemption at any time and from time to time prior to maturity, in whole or in part, upon at least thirty days' prior notice given as provided in said Indenture, at the election of the Company, all as more fully provided in the Supplemental Indenture dated as of April 1, 1959, at the redemption prices set forth below, provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to April 1, 1964, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 4.65% per annum. Such several optional redemption prices (each expressed in percentages of principal amount) applicable during the 12 months' periods ending March 31 in the years indicated below, are as follows:

1960.....	104.37%	1970.....	102.07%
1961.....	104.14%	1971.....	101.84%
1962.....	103.91%	1972.....	101.61%
1963.....	103.68%	1973.....	101.38%
1964.....	103.45%	1974.....	101.15%
1965.....	103.22%	1975.....	100.92%
1966.....	102.99%	1976.....	100.69%
1967.....	102.76%	1977.....	100.46%
1968.....	102.53%	1978.....	100.23%
1969.....	102.30%	1979.....	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on April 1, 1961, and on April 1 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Supplemental Indenture dated as of April 1, 1959, at an amount equal to 100% of the

principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the redemption date.

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of this series may be redeemed at any time, as provided in the Supplemental Indenture dated as of April 1, 1959, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at the principal amount (without premium) and accrued interest thereon to the redemption date.

If this Bond shall be called for redemption as provided in said Indenture, this Bond (unless the Company shall default in the payment of the redemption price) shall cease to bear interest on and after the date fixed for redemption.

If an event of default, as defined in said Indenture, shall occur, the principal of this Bond may become or be declared due and payable, in the manner and with the effect provided in said Indenture. Said Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by delivery unless registered as to principal in the name of the holder on books of the Company, to be kept for such purpose at the office or agency of the Company in the City of Chicago, Illinois, and in the Borough of Manhattan, The City of New York, such registration being noted hereon. After such registration, no transfer hereof shall be valid unless made upon said books by the registered owner in person or by attorney authorized in writing and similarly noted hereon; but this Bond may be discharged from registration by being, in like manner, transferred to bearer, and thereupon transferability by delivery shall be restored, but again and from time to time this Bond may be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons for interest hereto annexed, which shall always continue to be payable to bearer and to be transferable by delivery merely, and payment

to the bearer thereof shall fully discharge the Company in respect of the interest therein mentioned, whether or not this Bond be registered as to principal.

This Bond, either alone or with other Bonds of the same series, may be exchanged upon surrender thereof with all unmatured coupons attached, to The Chase Manhattan Bank, New York, New York, or its successor, as Trustee under said Indenture, for one or more registered Bonds without coupons, of the same series and of the same aggregate principal amount, which registered Bond or Bonds without coupons may in turn be exchanged for one or more coupon Bonds of the same series and of the same aggregate principal amount of the denomination of \$1,000, accompanied by appropriate coupons; all upon payment of charges and subject to the terms and conditions set forth in said Indenture.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon or otherwise in respect hereof or of said Indenture or of any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever, all such liability being, by the acceptance hereof and as a part of the consideration for the issuance hereof, expressly waived and released by every holder hereof, as more fully provided in said Indenture.

Neither this Bond nor any of the annexed interest coupons shall be valid or become obligatory for any purpose, until the certificate of authentication hereon shall have been signed by The Chase Manhattan Bank, New York, New York, or its successor, as Trustee under said Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents manually or in facsimile and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature

of its Secretary or one of its Assistant Secretaries, and coupons for said interest bearing the facsimile signature of its Treasurer to be hereunto attached.

Dated April 1, 1959.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By.....
President

Attest:

.....
Secretary

(Form of Interest Coupon)

\$.....

On the 1st day of, 19.... (unless the Bond hereinafter described shall have previously become due and payable), upon surrender of this coupon, Natural Gas Pipeline Company of America will pay to bearer, at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, The City of New York, Dollars (\$.....), in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, being six months' interest then due on its First Mortgage Pipeline Bond, 4 $\frac{5}{8}$ % Series due 1979, No.....

.....
Treasurer

(Form of Fully Registered Bond Without Coupons)

No.

\$.....

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND,

4 $\frac{5}{8}$ % SERIES DUE 1979

Due April 1, 1979

NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, on the first day of April, 1979, at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, Dollars in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts, and to pay interest thereon from the date hereof, at the rate of 4 $\frac{5}{8}$ % per annum, payable at said office or agency of the Company in the City of Chicago, Illinois, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in like coin or currency semi-annually on April 1 and October 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of six percent (6%) per annum.

This Bond is one of an authorized issue of Bonds of the Company issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise) under, and all equally and ratably secured by, an Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, executed by the Company to The Chase National Bank of the City of New York, as Trustee, as amended and supplemented by Supplemental Indentures dated, respectively, as of July 1, 1946, June 1, 1948, December 1, 1950, December 30, 1950, November 1, 1958, and April 1, 1959,

(hereinafter collectively referred to as the "Indenture") to which Indenture reference is hereby made for a description of the properties mortgaged and pledged (except that certain property described in said Indenture has been released from the lien of said Indenture pursuant to the terms thereof), the nature and extent of the security, the rights of the holders of said Bonds and of the Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured. The word "Trustee," as used in this Bond, shall be construed to mean and include The Chase Manhattan Bank (successor by merger to The Chase National Bank of the City of New York), as Trustee under said Indenture as from time to time supplemented and amended, and any successor trustee thereunder. As provided in, and to the extent permitted by, said Indenture, the rights and obligations of the Company and of the holders of said Bonds and coupons may be changed and modified with the consent of the Company by the affirmative vote of the holders of at least 75% in principal amount of the Bonds then outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in said Indenture); *provided, however*, that without the consent of the holder hereof no such change or modification shall permit the reduction of the principal or the extension of the maturity of the principal of this Bond or the reduction in the rate of interest hereon or premium, if any, or any other modification of the terms of payment of such principal, interest or premium, if any, or shall reduce the percentage of Bonds required for the adoption of changes or modifications as aforesaid except that by said Supplemental Indenture dated as of November 1, 1958, certain amendments have been made to the Indenture, including a reduction from 75% to 66 $\frac{2}{3}$ % in the percentage of the vote required to effect certain changes in the rights and obligations of the Company and the holders of the Bonds and coupons, to become effective upon the happening of certain events. As provided in said Indenture, said Bonds are issuable in series which may vary as in said Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979."

The Bonds of this series are subject to redemption at any time and from time to time prior to maturity, in whole or in part, upon

at least thirty days' prior notice given as provided in said Indenture, at the election of the Company, all as more fully provided in the Supplemental Indenture dated as of April 1, 1959, at the redemption prices set forth below, provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to April 1, 1964, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 4.65% per annum. Such several optional redemption prices (each expressed in percentages of principal amount) applicable during the 12 months' periods ending March 31 in the years indicated below, are as follows:

1960.....	104.37%	1970.....	102.07%
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1967.....	102.76%	1977.....	100.46%
1968.....	102.53%	1978.....	100.23%
1969.....	102.30%	1979.....	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on April 1, 1961, and on April 1 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Supplemental Indenture dated as of April 1, 1959, at an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the redemption date.

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of this series may be redeemed at any time, as provided in the Supplemental Indenture dated as of April 1, 1959, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at the principal amount (without premium) and accrued interest thereon to the redemption date.

If this Bond or any portion thereof shall be called for redemption as provided in said Indenture, this Bond or such portion thereof (unless the Company shall default in the payment of the redemption price) shall cease to bear interest on and after the date fixed for redemption.

If an event of default, as defined in said Indenture, shall occur, the principal of this Bond may become or be declared due and payable, in the manner and with the effect provided in said Indenture. Said Indenture provides that such declaration may in certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof in person or by attorney authorized in writing, at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this Bond and on payment of charges, and upon any such transfer a new registered Bond without coupons, of the same series and maturity, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

This Bond, either alone or with other Bonds of the same series, may be exchanged upon surrender thereof to The Chase Manhattan Bank, New York, New York, or its successor, as Trustee under said Indenture, for one or more other registered Bonds, without coupons, of the same series and of the same aggregate principal amount, but of a different authorized denomination or denominations, and this Bond may, upon surrender thereof as aforesaid, be exchanged for one or more coupon Bonds of the same series and of the same aggregate principal amount of the denomination of \$1,000, accompanied by appropriate coupons; all upon payment of charges and subject to the terms and conditions set forth in said Indenture.

No recourse shall be had for the payment of the principal of or the interest on this Bond, or for any claim based hereon or otherwise in respect hereof or of said Indenture or of any indenture supplemental thereto, against any incorporator, stockholder, director or officer, as such, past, present or future, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or

by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise howsoever, all such liability being, by the acceptance hereof and as a part of the consideration for the issuance hereof, expressly waived and released by every holder hereof, as more fully provided in said Indenture.

This Bond shall not be valid or become obligatory for any purpose, until the certificate of authentication hereon shall have been signed by The Chase Manhattan Bank, New York, New York, or its successor, as Trustee under said Indenture.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents manually or in facsimile and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated _____

NATURAL GAS PIPELINE COMPANY OF AMERICA

By _____

Attest:

President

Secretary

(Form of Trustee's Certificate of Authentication)

This is one of the Bonds, of the series designated therein, described in the within mentioned Indenture.

THE CHASE MANHATTAN BANK,
As Trustee,

By _____

and

Authorized Officer

WHEREAS, all acts and things necessary to make the Bonds of the 1979 Series, when authenticated by the Trustee and issued as in the Original Indenture, as amended, and in this Supplemental Indenture provided, the valid, binding and legal obligations of the Company entitled in all respects to the security of the Indenture, have been done and performed, and the creation, execution and delivery of this Supplemental Indenture has in all respects been duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, in order to secure the payment of the principal of and interest on all Bonds at any time issued and outstanding under the Indenture according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and in the Indenture contained (except any covenant of the Company with respect to the refund or reimbursement of taxes, assessments or other governmental charges on account of the ownership of the Bonds or the income derived therefrom, for which the holders of the Bonds shall look only to the Company and not to the property hereby mortgaged or pledged), and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of \$1 duly paid to the Company by the Trustee at or before the ensembling and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm and warrant unto the Trustee, the following property, rights, privileges and franchises, which, collectively, together with such of the properties, rights, privileges and franchises as are described in the Original Indenture and in indentures supplemental thereto heretofore executed and delivered and are owned by the Company on the date of the execution and delivery hereof (other than property of the character embraced within the definition of Excepted Property as defined in the Indenture), the conveyance of which is expressly confirmed, are hereinafter called the "Trust Estates," to-wit:

PIPELINES

185 MMCF Loop Pipelines

Schedule 1

A loop pipeline approximately 121.69 miles in length, beginning at a point on the Company's 24-inch pipeline located in Section 41, Block 47, H & T R.R. Co. Survey, Hutchinson County, Texas, extending in a northeasterly direction to a point of connection on the Company's 24-

inch and 26-inch pipelines in Section 12, T33S, R28W, Meade County, Kansas, consisting of approximately 20.06 miles of 26-inch pipe and 101.63 miles of 36-inch pipe, and traversing the following counties in Texas, Oklahoma and Kansas:

TEXAS

Hutchinson, Hansford and Ochiltree

OKLAHOMA

Beaver

KANSAS

Meade

Schedule 2

A loop pipeline approximately 104.59 miles in length, beginning at a point on the Company's 24-inch and 26-inch pipelines located in Section 26, T25S, R21W, Ford County, Kansas extending in a northeasterly direction to a point of connection on the Company's 24-inch and 26-inch pipelines in Section 35, T12S, R9W, Lincoln County, Kansas, consisting of approximately 104.59 miles of 36-inch pipe, and traversing the following counties all in Kansas:

Ford, Edwards, Pawnee, Barton, Russell, Ellsworth and Lincoln

Schedule 3

A loop pipeline approximately 106.06 miles in length beginning at a point on the Company's 24-inch and 26-inch pipelines located in Section 36, T3S, R1W, Republic County, Kansas and extending in a northeasterly direction to a point of connection on the Company's 24-inch and 26-inch pipelines located in Section 35, T11N, R12E, Cass County, Nebraska, consisting of approximately 106.06 miles of 36-inch pipe, and traversing the following counties in Kansas and Nebraska:

KANSAS

Republic and Washington

NEBRASKA

Jefferson, Gage, Lancaster, Otoe and Cass

Schedule 4

A loop pipeline approximately 99.4 miles in length, beginning at a point of the Company's 24-inch and 26-inch pipelines located in

Section 11, T-73-N, R-34-W, Adams County, Iowa extending in an easterly direction to a point of connection on the Company's 24-inch and 26-inch pipelines in Section 19, T-75-N, R-17-W, Mahaska County, Iowa, consisting of approximately 99.4 miles of 36-inch pipe, and traversing the following counties, all in Iowa:

Adams, Adair, Madison, Warren, Marion and Mahaska

Schedule 5

A loop pipeline approximately 80.44 miles in length, beginning at a point on the Company's 24-inch and 26-inch pipelines located in Section 19, T76N, R3W, Muscatine County, Iowa and extending approximately 10 miles in an easterly direction to a point on the Company's 24-inch and 26-inch pipelines in Section 148, T76N, R2W, Muscatine County, Iowa, on the West bank of the Mississippi River. Thence beginning on the East bank of the Mississippi River, at a point on the Company's 24-inch and 26-inch pipelines located in Section 14, T16N, R6W, Rock Island County, Illinois, extending approximately 70.44 miles to a point of connection on the Company's 24-inch pipelines in Section 9, T16N, R7E, Bureau County, Illinois, consisting in all of approximately 80.44 miles of 36-inch pipe and traversing the following counties in Iowa and Illinois:

IOWA

Muscatine

ILLINOIS

Rock Island, Henry and Bureau

Wise and Jack County Gathering System

Additional gathering lines in Wise County, Texas, containing 108.58 miles of 4 inch, 6 inch, 8 inch, 10 inch and 12 inch pipe, more particularly described as follows:

Beginning at the Company's Wise County Meter Site located approximately 2.5 miles Southwest of the City of Bridgeport, Texas in the P. Nicholas Survey, Abs. 654, Wise County and extending southerly and northerly throughout the West half of Wise County and other lateral lines lying around and in the City of Decatur, Texas. Containing in all 108.58 miles of lateral lines consisting of 44.39 miles of 4 inch pipe, 37.00 miles of 6 inch pipe, 12.01 miles of 8 inch pipe, 6.43 miles of 10 inch pipe and 8.75 miles of 12 inch pipe.

Camrick Gathering System*Lateral T-10-F*

Beginning at a point on Lateral T-10-C, 201.6 feet West and 1,030 feet North of the Southeast corner of the Southwest $\frac{1}{4}$, Section 19, T-1-N, R-20-E, Beaver County, Oklahoma, thence East a distance of 4,455.5 feet to a point, said point being 1,489 feet East and 1,509 feet North of the Southwest corner of Section 20, T-1-N, R-20-E, Beaver County, Oklahoma.

Total length of Lateral T-10-F is 4,455.5 feet of 4-inch pipe.

Lateral T-17-K

Beginning at a point on Lateral T-17-E, 569.2 feet East and 89.2 feet North of the Southeast corner of the Northwest $\frac{1}{4}$, Section 18, T-2-N, R-20-E, Beaver County, Oklahoma, thence in a Westerly direction a distance of 4,562.6 feet to a point, said point being 1,261.4 feet West and 376.7 feet North of the Southeast corner of the Northeast $\frac{1}{4}$, Section 13, T-2-N, R-19-E, Texas County, Oklahoma.

Total length of Lateral T-17-K is 4,562.6 feet of 4-inch pipe.

Lateral T-11-C

Beginning at a point on Lateral T-11, 76 feet West and 103.6 feet North of the Southeast corner of the Southwest $\frac{1}{4}$, Section 3, T-1-N, R-19-E, Texas County, Oklahoma, thence in a Southerly direction a distance of 2,614 feet to a point, said point being 300 feet West and 330 feet North of the center of Section 10, T-1-N, R-19-E, Texas County, Oklahoma.

Total length of Lateral T-11-C is 2,614 feet of 4-inch pipe.

Sinclair Lips Gathering System*Lateral SL-4-B*

Beginning at a point on Lateral SL-4, 586.7 feet West and 1,707.2 feet North of the Southeast corner Section 30, Blk. 4-T, T&NO RR Survey, thence in a Northwesterly direction a distance of 4,990.5 feet to a point, said point being 1,250 feet West and 1,150 feet North of the Southeast corner of Section 7, Blk. 4-T, T&NO RR Survey, Hansford County, Texas.

Total length of Lateral SL- 4-B is 4,990.5 feet of 6-inch pipe.

Texoma Gathering System*Lateral 8-E-4*

Beginning at a point on Lateral 8-E, 1320 feet West and 2948 feet South of the Northeast corner of Section 181, Block 3, I&GN RR Survey, Gray County, Texas, thence in a Northerly direction a distance of 1627.8 feet to a point, said point being 3960 feet East and 1320 feet South of the Northwest corner of Section 181, Block 3, I&GN RR Survey, Carson County, Texas.

Total length of Lateral 8-E-4 is 1627.8 feet of 4-inch pipe.

Atlanta Lateral

Beginning at a point on the Oklahoma Extension 20-inch pipeline, 75.99 feet East and 38.74 feet South of the Northwest corner of Company Compressor Station No. 155 in the Isaac Tichnor Survey, A-823, Wise County, Texas; thence in a Northwesterly direction a distance of 12,561 feet to a point, said point being 68 feet North and 1,362.86 feet West of the North East corner of the John Davis Survey, A-242, Wise County, Texas.

Total length of Atlanta Lateral being 12,561 feet of 10" pipe.

West Cement Lateral

Beginning at a point on the Oklahoma Extension 26" pipeline, 504.5 ft. North and 31.6 ft. East of the SW corner of the NW $\frac{1}{4}$ of Section 30, T-6-N, R-10-W, Caddo County, Oklahoma, thence in a Northeasterly direction for a distance of 4,376 ft. to a point, said point being 433.9 ft. West and 1413 ft. North of the SE corner of the SW $\frac{1}{4}$ of Section 19, T-6-N, R-10-W, Caddo County, Oklahoma.

Total length of West Cement Lateral is 4,376 ft. of 6" pipe.

Cambrick Gathering System*Lateral T-20-A*

Beginning at a point on Lateral T-20, 450 feet West and 975 feet North of the Southeast corner of Section 14, T-1-N, R-19-E, Texas County, Oklahoma, thence in a Westerly direction a distance of 3,784.3 feet to a point, said point being 2 feet West and 69 feet South of the center of the Southwest $\frac{1}{4}$, Section 14, T-1-N, R-19-E, Texas County, Oklahoma.

Total length of Lateral T-20-A is 3,784.3 feet of 4-inch pipe.

Lateral T-21

Beginning at a point on the NGPL Company's 24" Main Line, 1312.7 feet North and 309.9 feet West of the S.E. corner Sec. 29, T-1-N, R-20-E, Beaver County, Oklahoma, thence in a Northwesterly direction for a distance of 3705 feet to a point, said point being, 1983 feet South and 1980 feet East of the NW corner of Sec. 29, T-1-N, R-20-E, Beaver County, Oklahoma.

Total length of Lateral T-21 is 3,705 feet of 4" pipe.

LANDS IN FEE**WISECO METER SITE***Wise County, Texas*

A tract of 13.20 acres of land, more or less, out of the P. Nicholas Survey, Abstract 654, Wise County, Texas, described as follows: Beginning at the Northwest corner of a 76.75 acre tract conveyed by A. W. Walker to Christie, Mitchell and Mitchell Co. by Deed dated April 18, 1955, recorded in Volume 199, Page 311, Deed Records of Wise County, Texas, said beginning point also being on the North line of the P. Nicholas Survey, Abstract 654; thence South 89° 57' East along the North line of said Survey a distance of 1230 feet to a point; thence South 1° 07' East a distance of 300 feet to a point; thence North 89° 57' West a distance of 200 feet to a point; thence South 1° 07' East a distance of 200 feet to a point; thence North 89° 57' West a distance of 1030 feet to a point on the West line of said 76.75 acre tract; thence North 1° 07' West a distance of 500 feet to the point of BEGINNING, containing 13.20 acres, more or less.

COMPRESSOR STATION 55*Wise County, Texas*

A tract of land situated in the Isaacs Tichnor Survey A-823, Wise County, Texas, being the east 10.77 acres of the J. M. O'Kelley 25-acre tract out of the Isaac Tichnor Survey, Abstract 823, in Wise County, Texas, described as follows: Beginning at a spike in the pavement of the Chico-Alvord Highway, same being the southeast corner of the 25-acre tract conveyed by J. W. O'Kelley et ux to J. M. O'Kelley by deed dated December 9, 1947, recorded in Volume 164, page 620 of the Deed Records of Wise County, Texas, said beginning point being NO°

15' W950.72 varas (2640.89 feet) and S88° 49' W400.6 varas (1112.78 feet) from the southeast corner of the I. Tichnor Survey; thence North with a fence along the east line of said 25-acre tract, at 15.5 varas (43.06 feet) pass an iron stake in the north R.O.W. line of said highway, in all 258.4 varas (717.78 feet) to an iron stake at the northeast corner of said 25-acre tract; thence South 88° 49' W with the north line of said 25-acre tract 235.45 varas (654.03 feet) to an iron stake for corner; thence South at 240.0 varas (666.67 feet) pass an iron stake in the north R.O.W. fence of the Chico-Alvord Highway, in all 258.4 varas (717.78 feet) to a spike in the pavement of said Highway, same being in the south line of the J. M. O'Kelley 25-acre tract; thence North 88° 49' E with the south line of said 25-acre tract and along said Highway 235.45 varas (654.03 feet) to the place of beginning, containing 10.77 acres of land of which 0.70 acres lie in the Highway R.O.W.

MOLINE #3 METER SITE

Henry County, Illinois

That part of the Southwest Quarter (SW/4) of the Northwest Quarter (NW/4), Section Nine (9), Township Sixteen (16) North, Range one (1) East of the Fourth Principal Meridian, described as follows: Commencing at a point in the center line of Illinois State Aid Route No. 12, One Hundred Thirteen (113) feet North of the Southwest corner of the Northwest Quarter (NW/4) of said Section Nine (9); thence East One Hundred Three (103) feet; thence North One Hundred Twenty-five (125) feet; thence West One Hundred Three (103) Feet to a point in the center line of said Illinois State Aid Route No. 12; thence South along center line of said Illinois State Aid Route No. 12, One Hundred Twenty-five (125) feet to the point of beginning; containing .296 acres more or less.

OTTAWA WAREHOUSE SITE

LaSalle County, Illinois

A tract described as follows: That part of the Northeast Quarter (NE/4) of Section Twenty-one (21), Township Thirty-four (34), North, Range Three (3) East of the Third Principal Meridian, LaSalle County,

Illinois, described as follows: Beginning at the Northeast corner of said section; thence West on the section line a distance of 390 feet to a point; thence South parallel with the East line of said section a distance of 433 feet to a point; thence East parallel with the North line of said section a distance of 390 feet to the East line of said section; thence North along the East line of said section a distance of 433 feet to the point of beginning; containing 3.88 acres, more or less.

COMPRESSOR STATION #56

Kiowa County, Oklahoma

A tract described as follows: Beginning at the Southeast corner of Section 13, Township 7 North, of Range 15, W. I. M. Kiowa County, Oklahoma; thence North along the East line of said Section 13, a distance of 693 feet; then West parallel to the South line of said Section 13, a distance of 700 feet, thence South parallel with the East line of section 13, a distance of 693 feet to a point on the South line of said Section 13; thence East along said south line, a distance of 700 feet to the point of beginning; containing 10 acres, more or less, exclusive of the right of way for the public roads along the South and East side of said tract.

RIGHT OF WAY

Muscatine County, Iowa

A tract described as follows: Beginning at a point 275.5 feet West of the Northeast corner of the South 10 acres of the Northwest Quarter of the Northeast Quarter of Section Fifteen (15), Township Seventy-six (76) North, Range Two (2) West of the Fifth P. M., Muscatine County, Iowa; thence East $23^{\circ} 45'$ South to a point 39.5 feet East and 138.6 feet South of the Northeast corner of the South 10 acres of the Northwest Quarter of the Northeast Quarter of said Section 15; thence South 54.5 feet to a point; thence North $66^{\circ} 15'$ West to a point on the North line of said South 10 acres of the Northwest Quarter of the Northeast Quarter; thence East 112.4 feet to the point of beginning; containing 0.42 acres, more or less.

MICROWAVE TOWER SITE 106A

Gage County, Nebraska

A tract in the northeast corner of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of Section Thirty-two (32), Township Five North, Range Seven (7) East, in Gage County, Nebraska described as follows: Beginning at the Section corner at the Northeast corner of Section 32, Township 5 North, Range 7 East, in Gage County, Nebraska; thence West on the section line 443 feet; thence South on a line parallel with the section line on the east side of said Section 32, 393 feet; thence East on a line parallel with the Section line on the North side of said Section, 443 feet to the section line; thence North on the section line 393 feet to the place of beginning; containing 3.996 acres.

MICROWAVE TOWER SITE 107B

Union County, Iowa

A tract described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 19, Township 73 North, Range 30 West; thence West along Section Line, 1300.16 feet; thence South 156.75 feet for a point of beginning; thence East 240.72 feet; thence South 50° 57' East along Chicago, Burlington & Quincy RR Company West Right of Way line, a distance of 339.88 feet; thence South 51° 56' East, 100 feet; thence South 51° 01' East, 100 feet; thence South 46° 57' East, 100.20 feet; thence South 40° East, 37.1 feet; thence West, 739.5 feet; thence North, 445 feet to point of beginning; (excluding that part used for highway purposes); containing 4.98 acres, more or less.

MICROWAVE TOWER SITE 109

Keokuk County, Iowa

A tract described as follows: The East 460 feet of Lot Seven (7) of the irregular survey of the Southwest Fractional Quarter of Section 30, Township 76 North, Range 10 West of the 5th P. M.; containing 7 acres, more or less.

MICROWAVE TOWER SITE 108

Warren County, Iowa

A tract described as follows: That part of the Northeast quarter of the Southwest quarter of Section 7, Township 74 North, Range 25 West of the 5th P. M., Warren County, lying Southeasterly of the following described line: Beginning at a point on the south line of said Section 7 which point is 656.5 feet West of the South $\frac{1}{4}$ corner of said Section 7 and 115 feet normally distant easterly from the centerline of the East lane of Interstate Route No. 35; thence N $9^{\circ} 12\frac{1}{4}'$ E, 1933.3 feet to a point 115 feet normally distant easterly from centerline at Highway Station 233+65; thence northeasterly to a point on the $\frac{1}{4}$ Section line, 233 feet south of the centerline of Primary Road No. 400, extended easterly; containing 6.9 acres, more or less.

PIPELINE SURFACE EASEMENTS AND RIGHTS OF WAY**Drainage Easement (Water)**

	<u>Date</u>	<u>Book</u>	<u>Page</u>
FORD COUNTY, KANSAS:			
J. W. Minor, et al.....	3-21-58	10	142

	<u>Date</u>	<u>Book</u>	<u>Page</u>
Troy Grove Meter Site			

LASALLE COUNTY, ILLINOIS:

H. G. Hammer, et al.....	4-28-58	1099	249
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A parcel of land situated in the Southwest Quarter (SW/4) Section 33, Township 35 North, Range 1 East, described as follows: Beginning at a point 50 feet West and 23 feet North of the Southeast corner of the Southwest Quarter of Section 33; thence West along the North right of way of the County Road 92 feet; thence North 10 feet; thence East 92 feet; thence South 10 feet to the point of beginning containing .021 acres, more or less.

Microwave Tower Sites

Grantor:	Date of Grant	Recorded		Description
		Book	Page	
C. Juilfs, et al	10-10-58	M25	166	5.33 ac. daf: beg. at NE cor. of 32-7N-11E, Otoe Co., Nebraska; th S on Sec. line 453'; th W 513'; th N 453'; th E 513' to place of beg. (106B)
R. E. Barnes, et ux	10- 9-58	57	435	3.89 ac. daf: beg at NW cor of 21-69N-42W; th E 460'; th S 418'; th W 460'; th N 418' to place of beg in Fremont Co., Iowa (106C)
H. W. Washburn, et ux	10-17-58	67	381	4.63 ac. daf: beg at SE cor. of SW/4 of SE/4 4-72-N-40W of 5th P. M.; th W 352.3' along sec line to pob; th W 480'; th N 453'; th E 480'; th S 453' place of beg in Mills Co., Iowa
V. A. Vogel, et ux	10-10-58	M12	213	4.08 ac. daf: beg at SW cor of sec 27-73N-35W in Adams Co., Iowa; th E along sec line 234' to pob; th N 428'; th E 450'; th S 428'; th W 450' to place of beg. (107A)
H. R. Finarty, et al	10-14-58	CC	453	5.05 ac. daf: beg at center of 35-75N-20W; th S 22' to pob; th S 473'; th E 539'; th N 473'; th W 539' to place of beg. in Marion Co., Iowa (108A)
L. H. Donselaar, et ux	10-16-58	139	541	2.44 ac. daf: beg at NW cor of 31-75N-14W of 5th P.M.; th E 467' to the pob; th S 338.75'; th E 350'; th N 338.75'; th W 350' to place of beg. in Mahaska Co., Iowa. (108BO)
J. L. Humphreys, et ux	10-14-58	228	33	5.05 ac. daf: beg at SE cor of 19-74N-5W; th W 482.8' to the pob; th N 473'; th W 500'; th S 473'; th E 500' to place of beg. in Louisa Co., Iowa (109A)
L. M. Gray, et ux	10-28-58	256	235	5.34 ac. daf: beg at SW cor of lot 18 of NE/4 of 9-15N-3W of 4th P.M.; Mercer Co., Illinois; th N along W line of lots 18, 17, 17 & 15, a dist. of 470'; th N 89° 15' E 527.9'; th S 0° 23' E 470' to S line of lot 19; th S 89° 15' W along S line of lots 18 & 19, 531' to the pob (109B)

Microwave Tower Sites (Continued)

Grantor:	Date of Grant	Recorded		Description
		Book	Page	
R. Kirsteatter, a feme sole....	10-12-58	364	214	5.05 ac. daf: beg at apt 1912.6' W and 29.9' S at NE cor of Sec. 2-18N-9E of 4th P.M.; th S 440'; th W 500'; th N 440'; th E 500' to the pob in Bureau Co., Illinois (110-A)
Nels Thompson.....	8-20-58	1107	498	4.28 ac. daf: the N 395' of the W 472' of the SW/4 of 20-34N-5E of 3rd P.M.; in LaSalle County, Illinois (110B)

Cathodic Protection Easements & Grants of Water Rights

Grantor:	Date of Grant	Book	Recorded Page	Description
MILLS COUNTY, IOWA:				
A. T. Washburn, et vir	2-7-58	69	583	
CLARK COUNTY, KANSAS:				
R. E. Hall, et al	5-21-57	16	266	
CLOUD COUNTY, KANSAS:				
J. Windhorst	9-11-58	M17	310	
EDWARDS COUNTY, KANSAS:				
Chas. Heerman, et ux	4-21-58	41	234	
LINCOLN COUNTY, KANSAS:				
F. Hall, et ux	3- 5-58	K	347	
PAWNEE COUNTY, KANSAS:				
A. D. Eddy, et ux	4-23-58	M31	25	
CARTER COUNTY, OKLAHOMA:				
M. Walters	6-13-58	253	40	N/2 SE/4 of NW/4 34-2N-3W I.M.
B. Sheafor, et vir	4-19-58	252	172	N/2 SE/4 of NW/4 34-2N-3W.I.M.
L. Reedy, et vir	4-18-58	252	317	Same as above

Cathodic Protection Easements & Grants of Water Rights (Continued)

Grantor:	Date of Grant	Recorded Book	Page	Description
JACK COUNTY, TEXAS:				
M. L. Stewart	12-10-58	227	542	
WISE COUNTY, TEXAS:				
W. O. Phillips, et ux	11-18-58	223	188	
O. M. Baker, et ux	11-18-58	223	130	
I. Holland, et al	11-28-58	223	225	
B. O. Collins, et ux	7-29-58	219	373	
LOVE COUNTY, OKLAHOMA:				
C. L. Laney, et ux	5-15-58	124	434	SW/4 NW/4; W/2 SE/4 NW/4; SE/4 SE/4 NW/4 26-7S-3W.I.M.
STEVENS COUNTY, OKLAHOMA:				
T. McCasland, et ux	5-22-58	708	314	N/2 NW/4 29-2N-4W.I.M.
WASHITA COUNTY, OKLAHOMA:				
J. Devlin, et ux	6-16-58	299	469	S/2, 1-8N-19W.I.M.
JEFFERSON COUNTY, NEBRASKA:				
Merlin Milne, et ux	11-14-58	R	297	E/2 SW/4 & SE/4 NW/4 23- 1N-3E
Surface Easement				
BECKHAM COUNTY, OKLAHOMA:				
L. F. Martin, et ux	2-15-58	153	514	A tract 25' x 35' in N/2 NE/4 2-9N-22W.I.M.
L. M. Hixon, et vir	2-20-58	153	527	A tract 25' x 35' in NE/4 19- 10N-23-W.I.M.
CADDO COUNTY, OKLAHOMA:				
S. S. Van Eaton, et ux	3-14-58	170	111	A tract 25' x 35' in NE/4 31- 7N-13W.I.M.
GRADY COUNTY, OKLAHOMA:				
Jeff Bess, et ux	4-22-58	663	169	A tract 25' x 35' in N/2 NE/4 21-4N-7W.I.M.

Surface Easement (Continued)

Grantor:	Date of Grant	Recorded		Description
		Book	Page	
WASHITA COUNTY, OKLAHOMA:				
Carl Gelsor, et ux	12-26-57	297	362	SE/4 28-9N-20W.I.M.
TEXAS COUNTY, OKLAHOMA:				
Duncan Lorn Sillers	12- 6-57	306	478	A tract daf:Com. NW cor 10, th E on N ln of sd sec., 2705', th S, 149.5' to a pt of beg; th S, 50'; th E, 35'; th N, 50'; th W, 35'; in sec 10, T 1N, R29E
GRAY COUNTY, TEXAS:				
O. D. Cobb, et ux	11- 2-57	203	7	
F. J. Seitz, et ux	3- 3-58	206	623	
CARSON COUNTY, TEXAS:				
O. D. Cobb, et ux	11- 2-57	109	44	
MOORE COUNTY, TEXAS:				
J. T. Sneed Est.	10-28-58	151	498	
MUSCATINE COUNTY, IOWA:				
D. L. Lee, et al	12-13-58	121	24	
F. Holcomb	2-12-59	121	168	
ROCK ISLAND COUNTY, ILLINOIS:				
H. Lichtenwald, et al	11-22-58	20	383	
S. A. Wiggins, et al	1-20-59	24	354	
Mable Whittaker	11-18-58	20	425	
BUREAU COUNTY, ILLINOIS:				
Nellie Baker, et vir	12-20-58	366	37	
HENRY COUNTY, ILLINOIS:				
L. Becker, et vir	1-10-59	616	448	
C. A. Powell	12-20-58	616	133	

Texas Company Gathering System

Grantor:	Date of Grant	Recorded Book	Page	Description
HANSFORD COUNTY, TEXAS:				
R. Tucker, et vir	9-30-58	33	184	

Oklahoma Camerick Field Gathering System

BEAVER COUNTY, OKLAHOMA:

A. Trimmell, et ux	8-16-58	188	371	W/2 of NE/4 and E/2 of NW/4 18-2N-20ECM
Comm. of Land Office	8-26-58	188	368	Lot 1 & 2 of NW/4 18-2N-20 ECM
E. Manning, a feme sole	9-16-58	188	833	SE/4 19-1N-20ECM
J. Lehman, et ux	10- 3-58	189	325	W/2 SE/4 31-1N-20ECM
J. Boese	11-14-58	191	189	N/2 of SE/4 29-1N-20ECM
R. Bowles, et ux	11-26-58	191	307	E/2 NW/4 & W/2 NE/4 29-1N-20ECM
E. Cowan, et ux	1-22-58	183	155	SW/4 8-2N-20ECM
E. Claybrook	1-24-58	183	157	W/2 SE/4, NE/4 SE/4 18 & NW/4 17-2N-20ECM
C. Trimmel, et ux	1-22-58	183	153	SW/4 17-2N-20ECM
Lillian McDonald, et vir	9-16-58	189	221	SW¼ 20-IN-20-ECM

Additional Rights of Way & Easements

HANSFORD COUNTY, TEXAS:

T. Blakemore, et al	4-22-58	31	527	
F. Davis, et ux	4-22-58	32	157	
Ella Cormody, et al	6-18-58	32	503	
J. L. Edwards, et ux	7-21-58	32	568	
Kate O'Loughlin, et al	7-31-58	32	638	
Ella Cormody, et al	8- 8-58	33	37	
Ella Cormody, et vir	8- 6-58	33	38	
Sisters of St. Joseph in Calif...	8- 1-58	33	192	
E. M. Couch, et vir	10-31-58	33	357	

GRAY COUNTY, TEXAS:

W. Cole, et ux	12-27-57	206	263	
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Additional Rights of Way and Easements (Continued)

Grantor:	Date of Grant	Recorded Book	Page	Description
HUTCHISON COUNTY, TEXAS:				
Jessie Herring Johnson	7-11-58	220	267	
H. Yake, et ux	7-21-58	220	349	
S. Walker	7-26-58	220	505	
Phillips Petroleum Co.	7-24-58	220	503	
M. M. Cattle Co.	7-28-58	221	61	
Phillips Chemical Co.	8- 5-58	221	184	
OCHILTREE COUNTY, TEXAS:				
C. G. Jewell, et ux	7-11-58	147	325	
Homer Curley, et ux	7-14-58	147	358	
Renwick Thompson, et al	8-23-58	147	563	
ROBERTS COUNTY, TEXAS:				
F. C. Bean, et vir	10-14-58	20	69	
BEAVER COUNTY, OKLAHOMA:				
Susie Jones, a feme sole	6-27-58	187	224	NE/4 4-3N-22ECM & SE/4 4N 22ECM
J. P. Underwood, et ux	7- 1-58	187	226	S/2 NE/4 29-5N-23ECM
J. D. Williams, et ux	7-16-58	187	263	NW/4 32-1N-20ECM
State of Oklahoma	7-30-58	187	636	SE/4 36-2N-20ECM
State of Oklahoma	7-30-58	187	639	SE/4 24-3N-21ECM
State of Oklahoma	7-30-58	187	642	NE/4 16-5N-23ECM
Ruth Cooper, et vir	8- 4-58	188	85	NW/4 29-2N-21ECM
Alex Wahl, et ux	8- 8-58	188	87	NE/4 20-2N-21ECM
Dalton Holland	8-20-58	188	423	SE/4 16-5N-23ECM
Dalton Holland	8-20-58	188	422	SW/4 10-5N-23ECM
C. C. Ollenburger, et al	7-12-58	190	198	N/2 SW/4 10-2N-21ECM
W. H. Sallaska	7-11-58	192	75	NW/4 10-2N-21ECM

Additional Rights of Way and Easements (Continued)

Grantor:	Date of Grant	Book	Recorded Page	Description
CASS COUNTY, NEBRASKA:				
M. Murdock, et vir	7-28-58	7	53	SE/4 4-10N-12E6PM
D. H. Harmon	8- 1-58	7	55	E/2 SW/4 25-10N-11E6PM
Coroline Tefft, a feme sole	8- 4-58	7	62	SE/4 19-10N-12E6PM
Esther Tefft, a feme sole	8- 4-58	7	63	NW/4 20-10N-12E6PM
Esther Tefft, a feme sole	8- 4-58	7	65	N/2 SW/4 17-10N-12E 6PM
A. A. Anderson, et vir	8-11-58	7	67	N/2 SE/4 & NE/4 3-10-N-12E 6PM
F. E. Hansen, et ux	8-15-58	7	68	N/2 NW/4 2-10N-12E & SW/4 3-11N-12E 6PM
C. W. Morgan, et ux	8-28-58	7	78	SE/4 8-10N-12E6PM
G. J. Nelson, et ux	8-29-58	7	80	Pt. NE/4 25-10N-11E6PM of MPRR & W/2 NW/4 30 10N-12E
Clarence Wilson, et ux	8-26-58	7	82	Same as above
Emery Hansen, et ux	9-11-58	7	84	S/2 NW/4 9-10N-12E 6PM
GAGE COUNTY, NEBRASKA:				
W. C. Montgomery, et ux	6-23-58	24	561	W/2 NE/4 10-4N-6E 6PM
Peter Claassen	7-15-58	24	602	Pt. of SW/4 SE/4 30-4N-6E 6PM SW of Highway
F. W. Hagemeyer	7-31-58	24	623	S/2 SW/4 16-4N-6E6PM
E. T. Hawey, et al	7-28-58	24	633	NE/4 20-4N-6E6PM
F. Thimm, et ux	8- 2-58	24	631	SE/4 NW/4 31-4N-6E 6PM
Marie V. Steen, a feme sole ...	8- 7-58	24	640	N/2 SW/4 & SW/4 SW/4 31- 4N-6E 6PM
Elsie Spilker, et vir	8-14-58	24	642	N/2 SW/4 16-4N-6E 6PM
G. E. Fritz, et al	7-23-58	24	644	SW/4 20-4N-6E 6PM, NE of Highway

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Waldo Penner, et ux	8-14-58	24	663	SE/4 NE/4 of sec 30, T4N, R6E 6PM & W 81 ac. in NW/4 of sec 29, T4N, R6E 6 PM, all N of Big Blue River being a r. o.w. 75' wide and 2873.2 ft long and addl space 112.5' on each side along said r.o.w. for 700' N of beg. pt on Big Blue River.
E. L. Penner, et ux	8-18-58	24	665	SW/4 20-4N-6E 6PM SW of RR ROW
J. Zimmerman, et ux	8- 6-58	24	679	E/2 SE/4 & SW/4 SE/4 & NW/4 SE/4 & SE/4 NE/4 30-4N-6E
J. Schuster, et ux	9-12-58	24	677	SW/4 35-6N-7E-6PM
M. E. Parde, et al	9-12-58	24	682	NE/4 35-6N-7E-6PM
L. C. Haecker, et ux	9-18-58	24	706	S/2 SW/4 25-6N-7E-6PM
R. F. Scully	10- 3-58	25	1	SW/4 2; S/2 & NE/4 3-5N- 7E6PM
JEFFERSON COUNTY, NEBRASKA:				
R. C. Hays, et ux	7- 7-58	R	230	W/2 7-1N-4E6PM E of Co. Road #137
I. W. Riggle, et ux	7-19-58	R	232	E/2 NW/4 33-1N-3E 6PM
H. Keming, et ux	7-19-58	R	233	SE/4 SE/4 28; W/2 SW/4 SW/4 27 all in 1N-3E6PM
LANCASTER COUNTY, NEBRASKA:				
A. R. Topp	8-20-58	70	83	W/2 NE/4 35-7N-8E 6PM
OTOE COUNTY, NEBRASKA:				
H. Burgman, et ux	7-24-58	M25	91	NE/4 3-7N-9E
C. O. Botsford, et al	7-28-58	M25	99	NW/4 SE/4 9-8N-10E
A. M. Rorabeck, et al	7-26-58	M25	102	SW/4 NW/4 2-8N-10E
Wm. Wallen, et ux	7-23-58	M25	103	NE/4 35-9N-10E

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A. Schutz	7-29-58	M25	107	SE/4 8-9N-11E
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E. Ropers, et ux	7-29-58	M25	110	S/2 NW/4 9-9N-11E & SW/4 9-9N-11E
Wm. Hahn	7-29-58	M25	111	NW/4 36-9N-10E
Mary Wallen, a feme sole	7-30-58	M25	114	SW/4 & SE/4 17-8N-10E
H. Wohlers, et ux	7-31-58	M25	112	SE/4 NE/4 9-9N-11E
Lena Leefers, et al	8- 6-58	M25	117	NW/4 10-9N-11E
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Elena Wallen, et al	8- 8-58	M25	122	E/2 SW/4 3-8N-10E
Elsie Werner	8-20-58	M25	126	NE/4 25-9N-10E
Anna K. Schreiner	7-28-58	M25	130	NW/4 NW/4 16-8N-10E
E. W. Riege, et ux	10- 8-58	M25	153	E/2 of W/2 SE/4 25-9N, 10E
Nelle Bose	10-28-58	M25	159	75' wide strip daf: beg. at a pt 869.1' W of SE corner of NE/4 of Sec. 3; th N 44° 34'E 659.5'; th N53°49'E 540' to pt. of exit which is 386.8' S of NE cor. of SE/4 of NE/4 3-8N-10E
M. Hillman, et ux	10- 8-58	M25	179	N 1 ac. of SE/4 of NE/4 (2 rods wide) 9-9N-11E
Anna K. Schreiner, et al	7-28-58	M25	132	S½ SW¼ 9-8N-10E
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C. Gilbert, et ux	2- 5-59	224	35
O. T. Bullard, et ux	2-12-59	224	65
Omega Walker	2- 2-59	224	138
Jon Held, et ux	2- 6-59	224	132
Wm. Edward, Guardian of M. L. Edwards	2-23-59	224	155

Oklahoma Extension Pipeline Rights of Way (Continued)

Grantor:	Date of Grant	Recorded Book	Page
JACK COUNTY:			
Clement C. McClure, Jr. et al ..	12-24-57	222	621
W. J. Dees, et ux	1-17-58	221	539
W. C. Duncan, et al	1-16-58	221	541
E. C. Christian	1-13-58	221	543
Estelle L. Willcockson	1-13-58	221	575
W. G. Duncan	1-31-58	224	212
Susan M. Hogarty, et al	1-23-58	224	210
Mildred Durham, et vir	2-10-58	221	612
Lillie Esther Jones, et al	2-13-58	221	610
Ozie Hensley	2-22-58	221	609
Thomas Cherryhomes	2- 8-58	221	614
R. O. White	3-13-58	224	295
Melvin H. Hufhines, et ux	3-28-58	255	74
Katie Smith Lee	3-31-58	218	247
J. L. Swiney, et ux	6-27-58	227	12

Oklahoma Extension

OKLAHOMA

Grantor:	Date of Grant	Recorded Book	Page	Description
BECKHAM COUNTY:				
A. M. Waggoner, et al	7-28-58	158	363	S/2 NW/4 & SW/4 14-9N-21 W.I.M.
CADDO COUNTY:				
M. Goodman	2-20-58	170	19	NW/4 of SW/4 32-7N-13W.I. M.
Ella Elliott	3-19-58	170	181	SE/4 of SE/4 33-6N-10W.I.M.
Ernest Pohlman, et al	10-22-58	173	133	NW/4 30-6N-10W
A. Pohlman, et ux	10-28-58	173	177	NW/4 30-6N-10W
Harold Snyder, et ux	10-28-58	173	175	NW/4 30-6N-10W
W. Young, et ux	10-28-58	173	173	Lots 3 & 4 & E/2 SW/4 19- 6N-10W

Oklahoma Extension (Continued)

Grantor:	Date of Grant	Recorded Book	Page	Description
CARTER COUNTY:				
R. G. Whisenant, et ux	3- 6-58	252	53	N/2 of SE/4 of NW/4 34-2N-3W.I.M.
B. Evans, et ux	4-18-58	252	170	Same as above
J. B. Whisenant, et ux	3- 6-58	252	55	Same as above
A. K. Sturn, et al	2-19-58	252	51	E/2 of SW/4; SW/4 SW/4; S/2 NW/4 SW/4 & NE/4 of NW/4 of SW/4 all 33-T1S-3W.I.M.
M. Kennedy, et ux	2-27-58	251	478	E/2 of NW/4 of SW/4 & N 110 ft. of NE/4 of SW/4 of SW/4 3-3S-3W.I.M.
N. Jefferson, et al	5- 6-58	252	349	SE/4 of SW/4 4-5S-3W.I.M.
W. Ferber, a feme sole	4-18-58	252	486	N/2 SE/4 NW/4 34-2S-3W.I.M.
J. R. North	5-14-58	252	538	NW/4 SE/4 & NE/4 SE/4 NE/4 33-3S-3 W.I.M.
Sinclair Oil & Gas Co.	2- 6-58	251	270	N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$: SE $\frac{1}{4}$ SE $\frac{1}{4}$ 4-4S-3W.I.M.
GRADY COUNTY:				
C. A. Williamson, et ux	10-16-58	669	343	N/2 NW/4 29; E/2 NW/4, N/2 SW/4, N/2 S/2 SW/4, S/2 SE/4 SW/4, and E/2 SE/4 SW/4 SW/4 20-4N-6W.I.M.
C. A. Fowler, et ux	10-15-58	669	341	W/2 SW/4 9-4N-6W.I.M.
G. Harris, et ux	10-15-58	669	345	Lot 1 & 2 & S/2 NE/4 4-4N-6W.I.M. except 2.76 ac. in NE cor. Lot 1
W. Tims, et ux	10-16-58	669	691	W/2 W/2 NW/4 16; NE/4 17-4N-6W.I.M.
N. Baker, et vir	10-20-58	669	693	S/2 NW/4 29-4N-6 W.I.M.
Olive Fowler, a feme sole	11-13-58	671	91	N/2 of SE/4 & SW/4 of SE/4 4 & W/2 of E/2; SE/4 of NW/4, E/2 of SW/4; NE/4 of NW/4 9-4N-6W.I.M.

Oklahoma Extension (Continued)

Grantor:	Date of Grant	Recorded Book	Page	Description
KIOWA COUNTY:				
J. T. Holstead, et ux	9- 8-58	364	78	SE/4 13-7N-15W.I.M. except 10 ac. of SE corner
C. Lee, et ux	9- 9-58	364	76	E/2 NE/4 13-7N-15 W.I.M.
O. Lee, et ux	9-12-58	364	74	E/2 NE/3 13-7N-15 W.I.M.
M. Jones, et vir	9- 9-58	364	72	E/2 NE/4 13-7N-15W.I.M.
N. Parrish, et ux	9-17-58	364	70	Lot 8 of 1-7N-15W.I.M. Lot 5 & 6 6-7N-15W.I.M.
L. Hockett	9-10-58	366	57	SW/4 2-7N-14W.I.M.
V. Applegate	9-10-58	366	59	SW/4 2-7N-14W.I.M.
F. Johnson	8-11-58	366	61	SW/4 2-7N-14W.I.M.
W. E. Kelly, et al	3-19-58	357	140	W/2 NE/4 26-7N-14W.I.M.
LOVE COUNTY:				
O. Garrett, et ux	7-29-58	126	262	SW/4 NE/4 SE/4 33-6S-3W. I.M.
STEVENS COUNTY:				
A. Lewis, et vir	7- 3-58	714	375	N/2 SW/4 & N 13 1/3 ac. of N/2 SW/4 SW/4 18-2N-4W. I.M.
M. Parsons, et vir	7-30-58	714	373	N/2 SW/4 & N 13 1/3 ac. of N/2 SW/4 SW/4 18-2N-4W. I.M.
J. Finley, et ux	7- 3-58	714	371	N/2 SW/4 & N 13 1/3 ac. of N/2 SW/4 SW/4 18-2N- 4W.I.M.
D. C. Finley, et ux	7- 3-58	719	338	N/2 SW/4 & N 13 1/3 ac. of N/2 SW/4 SW/4 18-2N- 4W.I.M.
Gertrude Wade, a feme sole	4-29-58	718	123	N/2 of SW/4; N 13 1/3 ac. of N/2 SW/4 of SW/4 18-2N- 4W.I.M.
Leila Willison, et vir	4-29-58	719	14	Same as above
J. E. Finley, et ux	7- 3-58	719	340	Same as above

Oklahoma Extension (Continued)

Grantor:	Date of Grant	Recorded Book	Page	Description
TEXAS COUNTY:				
P. Niedens, et vir	2-11-58	306	481	SE/4 Sec. 11-1N-19ECM
H. Brown, et ux	1-30-58	306	480	E/2 14-1N-19ECM
V. C. Johnson, et al	1-29-58	306	479	NE/4 23-1N-19ECM
S. M. Liggett	4-30-58	306	504	SW/4 32-2N-19ECM
S. Jines	8-13-58	306	520	NE/4 13-2N-19ECM
Harry Brown, et ux	2-11-59	306	548	S½ 14-1N-19ECM
WASHITA COUNTY:				
C. Alsor, et ux	12-26-57	297	362	SE/4 28-9N-20W.I.M.
D. B. Wood	5-21-58	299	450	E/2 of NE/4 7-8N-18W.I.M.
C. Barber, et ux	8-27-58	300	258	N/2 S/2 30-8N-14 W.I.M.
A. Fobes, et ux	9-11-58	300	298	Lots 3 & 4 6-7N-14W.I.M.
W. Richmond, et ux	9-10-58	300	299	SW/4 SW/4 31-8N-14 W.I.M.
Lester Colbaugh, et ux	9- 9-58	303	23	Lots 2, 3 & 4 of Kiowa Line part of part of Lots 3 & 4 N of Kiowa Line 31-8N-14W.I. M.
Elmer Heidebrecht	9-11-58	303	22	Lot 5; SE/4 NW/4; Lots 3 & 4 N of Kiowa Line 31-8N- 14 W.I.M.
J. A. Janes, et ux	9-22-58	300	297	Lot 6; NE/4 NW/4; N/2 NE/4 31-8N-14W.I.M.
Elmer A. Smith, et ux	9-22-58	300	352	Lot 4; SE/4 SW/4; S/2 SE/4; 30, 8N-14W.I.M.
State of Oklahoma	11- 5-58	300	470	SW/4 NW/4 36-8N-17W.I.M.
M. Teeter	11- 5-58	300	471	E/2 SE/4 26-8N-17W.I.M.
R. Ridling	1-21-59	303	346	W/2 SW/4, 9; N/2 SE/4, 8; SE/4 SE/4, 8; SW/4 NE/4, 8; Lots 6&8, 6; E/2 SW/4, 6; W/2 SE/4, 6; 8N-18 W.I.M. Also SE/4, 2 lying W of RR, 8N, 19 W.I.M.
R. Ridling, et al	1-21-59	303	345	NW/4 8-8N-18W.I.M.

TO HAVE AND TO HOLD the Trust Estate and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereunto appertaining, unto the Trustee and its successors and assigns forever.

Subject, however, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the aforesaid properties; and *subject also* to such servitudes, easements, rights and privileges in, over, on and/or through said properties as have been granted by the Company to other persons prior to the date of this Supplemental Indenture; and *subject also* to Permitted Encumbrances (as defined in Paragraph E. of Section 24 of Article Five of the Original Indenture) and, as to any property hereafter acquired by the Company (but subject to Article Five of the Supplemental Indenture dated as of November 1, 1958), to any liens thereon existing, and to any liens for unpaid portions of the purchase money placed thereon, at the time of such acquisition, but only to the extent that such liens are permitted by Sections 72 and 82 of Article Ten and Article Fifteen of the Original Indenture, as amended.

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Indenture and duly issued by the Company, without any discrimination, preference or priority of any one Bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 69 of Article Ten of the Original Indenture, so that, subject to said provisions, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Indenture and shall be equally secured hereby (except as any sinking, amortization, improvement, renewal or other fund, established in accordance with the provisions of the Indenture, may afford additional security for the Bonds of any particular series), and shall

have the same proportionate interest and share in the Trust Estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of the delivery of the Original Indenture; and in trust for enforcing payment of the principal of the Bonds and of the interest thereon, according to the tenor, purport and effect of the Bonds and coupons and of the Indenture, and for enforcing the terms, provisions, covenants and stipulations in the Indenture and in the Bonds set forth.

UPON CONDITION that, until the happening of an Event of Default (as defined in Section 121 of Article Thirteen of the Original Indenture), the Company shall be suffered and permitted to possess, use and enjoy the Trust Estate, except as limited in respect of money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the Trustee under the Indenture, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom;

AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions in the Indenture set forth and declared.

ARTICLE ONE

CREATION OF BONDS OF THE 1979 SERIES

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be known as and entitled "First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979" (herein referred to as "Bonds of the 1979 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of the 1979 Series shall be limited to \$20,000,000 (exclusive of Bonds authenticated and delivered upon denominational or other exchanges and transfers pursuant to this Article One and to Article Two of the Original Indenture, as amended, and Bonds authenticated and delivered pursuant to Section 14 of the Original Indenture). The Bonds of the 1979 Series shall bear interest at the

rate of $4\frac{5}{8}\%$ per annum and shall mature on the first day of April, 1979. All coupon Bonds of the 1979 Series shall be dated April 1, 1959, which date shall be the date from which interest shall be payable with respect to Bonds of the 1979 Series, and all Bonds of the 1979 Series shall bear interest at the rate above set forth from their respective dates until the principal thereof shall have become due and payable, such interest to be payable semi-annually on the first day of April and October in each year, the first interest payment date being October 1, 1959. Any overdue principal and (to the extent payment of such interest is enforceable under applicable law) any overdue installment of interest shall bear interest at the rate of six percent (6%) per annum. The interest accrued on the principal of the coupon Bonds of the 1979 Series prior to such principal becoming due and payable shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons thereto annexed as they severally mature. The Bonds of the 1979 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, and registered Bonds without coupons of denominations of \$1,000, and any multiple of \$1,000, and of any other denominations authorized by a Resolution of the Board of Directors of the Company delivered to the Trustee, and of such respective amounts of each of said kinds and denominations as may be executed by the Company and delivered to the Trustee for authentication and delivery. Both the principal of and the interest on the Bonds of the 1979 Series shall be payable at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts. The Bonds of the 1979 Series shall be subject to redemption as provided in Article Two of this Supplemental Indenture and Sections 58 and 60 of the Original Indenture and are entitled to the benefits of and are subject to redemption through the Sinking Fund described in Article Three of this Supplemental Indenture.

All of the Bonds of the 1979 Series shall, from time to time, be signed on behalf of the Company by its President or one of its Vice

Presidents manually or in facsimile and shall bear the corporate seal of the Company impressed, imprinted or otherwise placed thereon, and signed by the manual or facsimile signature of the Secretary or one of the Assistant Secretaries of the Company and said Bonds shall be authenticated by the execution by the Trustee of the Trustee's certificate of authentication endorsed thereon, and said Bonds shall be issued from time to time, as the Board of Directors of the Company may determine, but in accordance with the terms, provisions, conditions and restrictions set forth in the Indenture and in this Supplemental Indenture. The definitive Bonds of the 1979 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed Bonds of the 1979 Series are ready for delivery, printed or other temporary bearer Bonds with or without coupons and temporary registered Bonds without coupons of said Series (but in each case on steel engraved borders) may be issued, authenticated and delivered as provided in the Indenture. Such Bonds of 1979 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of the 1979 Series in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices. Subject to the foregoing provisions of this paragraph and to the provisions of Section 13 of the Original Indenture and to the provisions of Subdivision (i) of Section 1 of Article Three of this Supplemental Indenture, all definitive Bonds of the 1979 Series shall be fully interchangeable for other Bonds of the same series and maturity, and, upon surrender to the Trustee at its principal office (either directly, or through the office or agency to be maintained by the Company in the Borough of Manhattan, The City of New York, for the registration and transfer of said Bonds of the 1979 Series) shall be exchangeable for other Bonds of the same series and maturity, of a different kind and/or denomination or denominations, as requested by the holder surrendering the same. The Company will execute, and the Trustee shall authenticate and deliver, coupon Bonds and/or registered Bonds without coupons, whenever the same shall be required for any such exchange.

The Bonds of the 1979 Series may be registered and transferred as provided in the Original Indenture for the registration and transfer of

Bonds of 1963 Series at an office or agency to be maintained by the Company in the City of Chicago, Illinois, or, at the option of the holder thereof, at an office or agency to be maintained by the Company in the Borough of Manhattan, The City of New York. The Company covenants and agrees that so long as any Bonds of the 1979 Series are outstanding, it will keep an office or agency in the City of Chicago, Illinois, and an office or agency in the City of New York, New York, for all purposes with respect to the Bonds of the 1979 Series which by the terms of the Original Indenture it covenants or agrees to have or maintain in such cities for the purposes of the Bonds of 1963 Series.

SECTION 2. Bonds of the 1979 Series for the aggregate principal amount of \$20,000,000 may forthwith, upon the execution and delivery of this Supplemental Indenture, or from time to time thereafter, be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the Written Order or Orders of the Company and upon compliance with the provisions of Article Five or Article Six of the Original Indenture, as amended.

ARTICLE TWO

REDEMPTION OF BONDS OF THE 1979 SERIES

SECTION 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of the 1979 Series shall, in the manner provided in Article Twelve of the Original Indenture to the extent not inconsistent with the provisions hereof be redeemable, in whole or in part, at any time and from time to time; provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to April 1, 1964, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 4.65% per annum. The redemption prices, in the case of redemption of Bonds of the 1979 Series otherwise than for the Sinking Fund or upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property or upon

acquisition by a public authority of control of the Company, shall be the following applicable percentages of the principal amounts thereof during the respective twelve months' periods ending March 31 in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

1960.....	104.37%	1970.....	102.07%
1961.....	104.14%	1971.....	101.84%
1962.....	103.91%	1972.....	101.61%
1963.....	103.68%	1973.....	101.38%
1964.....	103.45%	1974.....	101.15%
1965.....	103.22%	1975.....	100.92%
1966.....	102.99%	1976.....	100.69%
1967.....	102.76%	1977.....	100.46%
1968.....	102.53%	1978.....	100.23%
1969.....	102.30%	1979.....	100.00%

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of this series may be redeemed at any time, as provided in the Original Indenture and in this Supplemental Indenture, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the date of redemption.

Bonds of the 1979 Series shall also be redeemable through the operation of the Sinking Fund created therefor at the Sinking Fund Redemption Price as hereinafter defined in Subdivision (f) of Section 1 of Article Three of this Supplemental Indenture.

SECTION 2. In case of redemption of Bonds of the 1979 Series, if the provisions of Clause (a) of the fourth paragraph of Section 117 of the Original Indenture shall not be applicable, the principal amount of Bonds of the 1979 Series to be redeemed shall be prorated among the holders of the Bonds in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of the 1979

Series outstanding on the date of selection, except that if coupon Bonds of the 1979 Series not registered as to principal shall be outstanding, then the holders of such coupon Bonds shall be entitled to share in the redemption moneys in the proportion that the total amount of such coupon Bonds bears to the aggregate principal amount of all Bonds of the 1979 Series outstanding at the time of selection. The particular coupon Bonds of the 1979 Series not registered as to principal to be so redeemed shall be determined by lot. The portion of any registered Bonds of the 1979 Series to be redeemed shall be in the principal amount of \$1,000, or a multiple thereof, and such allocations as may be requisite for this purpose shall be made by the Trustee in its uncontrolled discretion. The Trustee shall promptly notify the Company in writing of the distinctive numbers of the Bonds so selected for redemption.

SECTION 3. The provisions of Sections 117 (except as set forth in Section 2 above) and 118 of the Original Indenture shall be applicable to the Bonds of the 1979 Series.

ARTICLE THREE

SINKING FUND FOR BONDS OF THE 1979 SERIES

SECTION 1. (a) For the purpose of this Article, the first day of April, 1961, and the first day of April in each year thereafter, to and including April 1, 1978 are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

(b) The Company covenants and agrees that it will, not later than April 1, 1961, create and, so long as any of the Bonds of the 1979 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of the 1979 Series, and that, subject to the provisions in this Article Three contained, it will pay to the Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1979 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at the Sinking Fund Redemption Price

hereinafter defined, \$1,050,000 principal amount of Bonds of the 1979 Series on April 1, 1961 and a like principal amount of Bonds of the 1979 Series on April 1 of each year thereafter to and including April 1, 1978, which principal amounts may from time to time be reduced or increased as in this Article Three provided.

(c) The Company may, at its option, pay to the Trustee, on or before each Sinking Fund Payment Date, cash sufficient to redeem, at the applicable Sinking Fund Redemption Price, an additional principal amount of Bonds of the 1979 Series not to exceed \$525,000 on any such date.

Whenever and as often as the Company shall have exercised its option and shall have redeemed any Bonds of the 1979 Series pursuant to this Subdivision (c), the amount of the Sinking Fund payments thereafter due shall be revised so that the principal amount of Bonds thereafter required to be retired through the Sinking Fund shall be reduced by the principal amount of Bonds so redeemed by the Company pursuant to said Subdivision (c), such reduction to be spread equally (to the nearest multiple of \$1,000) over the Sinking Fund payments due on succeeding Sinking Fund Payment Dates.

(d) The Company covenants that, so long as any of the Bonds of the 1979 Series are outstanding, it will file with the Trustee, after January 1 and on or before January 15 in each year beginning with the year 1964, a Certificate of Available Gas Supply stating that, in the opinion of the signer or signers of such Certificate, the date of exhaustion of the Company's available gas supply will be a date not earlier than April 1, 1981 or will be a specified date earlier than April 1, 1981. The Certificate of Available Gas Supply shall be a Certificate of an Engineer or firm of Engineers, except that the Certificate of Available Gas Supply required to be filed in the years 1964, 1967, 1970, 1973 and 1976 shall be a Certificate of an Independent Engineer, and any other such Certificate may be a Certificate of an Independent Engineer, if the Company so determines.

The term "date of exhaustion of available gas supply" as used herein, shall mean the date on which, in the opinion of the signers of any

such Certificate, the Company's available gas supply, determined as at a prior date not earlier than the next preceding October 1, would be exhausted on the assumption that the volume of gas in such available gas supply were withdrawn after the date of determination thereof as specified in such Certificate at an annual rate equal to the volume of the Company's sales and use of gas (including gas unaccounted for) during the 12 months' period ending September 30 preceding the filing of such Certificate. If the date of exhaustion of available gas supply shown in any such Certificate is earlier than April 1, 1981, the Certificate shall also state (i) the total volume of the Company's available gas supply as at the date of determination thereof specified in such Certificate, and (ii) the volume of the Company's sales and use of gas (including gas unaccounted for) during such 12 months' period.

The term "available gas supply" shall mean the minimum volume of natural gas which, by reason of the existence of proven natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) and the location of such reserves in relation to the Company's pipelines, and after giving due consideration to the dedication of any portion of such reserves to others than the Company and to the effect of any applicable proration laws, regulations or orders, to all withdrawals (for the Company and others) from such reserves which may reasonably be expected, and to all other pertinent factors relative to such reserves, the Company can, in the opinion of the signer or signers of such Certificate, reasonably expect to produce, or to purchase at economically practical prices (whether or not the Company then has a contract right to purchase such gas), to meet requirements in the future for the purpose of transportation to the Company's markets and sale to its customers.

In the event that any Certificate of Available Gas Supply so filed shall show that the date of exhaustion of available gas supply is a date earlier than April 1, 1981, the then effective schedule of Sinking Fund payments (set forth in Subdivision (b) of this Section, as the same may have been reduced pursuant to Subdivision (c) of this

Section) shall be revised so that the Sinking Fund payment due on the next succeeding April 1 and on each Sinking Fund Payment Date thereafter up to and including the Sinking Fund Payment Date immediately preceding a date two years prior to said date of exhaustion of available gas supply shall be an amount (as nearly as may be, but adjusted to round out amounts to multiples of \$1,000) equal to the principal amount of the Bonds of the 1979 Series outstanding immediately prior to such next succeeding April 1 divided by the number of Sinking Fund Payment Dates from and including said next succeeding April 1 up to and including the Sinking Fund Payment Date immediately preceding a date two years prior to said date of exhaustion of available gas supply, and the schedule of Sinking Fund payments thus revised shall constitute the effective schedule of Sinking Fund payments hereunder until further revised as in this Article Three provided.

If any subsequent Certificate of Available Gas Supply shall show a date of exhaustion of available gas supply earlier than such date shown in the next preceding Certificate used as a basis for revising the schedule of Sinking Fund payments hereunder, the then effective schedule of Sinking Fund payments shall again be revised in the manner set forth in the preceding paragraph. If any subsequent Certificate of Available Gas Supply shall show a date of exhaustion of available gas supply later than such date shown in the next preceding Certificate used as a basis for revising the schedule of Sinking Fund payments hereunder, no further revisions shall be made on that account unless such Certificate be signed by an Independent Engineer.

If any subsequent Certificate of Available Gas Supply signed by an Independent Engineer shall show a date of exhaustion of available gas supply later than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the then effective schedule of Sinking Fund payments shall again be revised in the manner provided in the second preceding paragraph so as to provide a new schedule of Sinking Fund payments in equal annual amounts (as nearly as may be, but adjusted to round

out amounts to multiples of \$1,000) on each Sinking Fund Payment Date following the filing of said Certificate to and including a Sinking Fund Payment Date immediately preceding a date two years prior to the new date of exhaustion of available gas supply, but no such revision shall set forth or establish a Sinking Fund Payment Date later than April 1, 1979.

(e) For the purpose of any revision in the amount of the Sinking Fund payments pursuant to this Section, April 1, 1979, shall be deemed to be a Sinking Fund Payment Date.

Promptly after any revision of the schedule of the Sinking Fund payments shall take effect as provided in Subdivisions (c) or (d) of this Section, the Company will file with the Trustee a Certificate of the Company setting forth the revised schedule of Sinking Fund payments.

The Company may satisfy all or any part of any one or more than one of the Sinking Fund payments, but not additional payments made pursuant to Subdivision (c) of this Section, by surrendering to the Trustee, on any Sinking Fund Payment Date, Bonds of the 1979 Series then outstanding accompanied by all coupons (if any) appertaining thereto maturing on or after the Sinking Fund Payment Date; and the Company may utilize for such purpose Bonds of the 1979 Series which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof (except Bonds of such series acquired by redemption).

All cash paid by the Company to the Trustee or transferred into the Sinking Fund pursuant to the provisions of this Article Three (hereinafter referred to as "Sinking Fund Cash") shall forthwith become Bonded Cash and shall be applied to the retirement of Bonds of the 1979 Series, as provided in Subdivision (h) of this Section.

On any Sinking Fund Payment Date, no more Bonds of the 1979 Series may be retired by call for redemption at the Sinking Fund Redemption Price specified in Subdivision (f) of this Section, than the

principal amount of Bonds of the 1979 Series at the time required to be retired by the provisions of this Section plus such additional principal amount of Bonds of the 1979 Series as the Company is permitted, at its option, to redeem by the provisions of Subdivision (c) of this Section less the aggregate of the principal amount of Bonds of the 1979 Series surrendered to the Trustee on such Sinking Fund Payment Date by the Company in satisfaction of its Sinking Fund obligations as aforesaid.

(f) On each Sinking Fund Payment Date the Redemption Price applicable to Bonds to be redeemed under the provisions of this Section shall be an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in each case with accrued interest to the redemption date (herein referred to as the "Sinking Fund Redemption Price").

(g) Sixty (60) days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the Trustee stating (1) the aggregate of the principal amount of Bonds of the 1979 Series which the Company is required to retire on such Sinking Fund Payment Date and the additional principal amount of the Bonds of the 1979 Series which the Company, at its option, desires to redeem on such Sinking Fund Payment Date in accordance with its rights under Subdivision (c) of this Section, and (2) the aggregate principal amount and the serial numbers of Bonds of the 1979 Series the Company intends to surrender on such Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Section. Such statement is in this Section referred to as "the statement," and the balance resulting from deducting the principal amount of Bonds stated in Clause (2) of this Subdivision (g) from the aggregate amount stated in Clause (1) of this Subdivision (g) is hereinafter in this Section referred to as the "amount" set forth in the statement. Such statement shall also state the principal amount of registered Bonds of the 1979 Series outstanding, the names of the registered owners of such Bonds, the principal amount of such Bonds owned by each such registered owner, and the total principal amount of unregistered coupon Bonds outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of the 1979 Series, at the applicable Sinking Fund Redemption Price, in a principal amount equal to the amount set forth in the statement.

(i) If, on the date (hereinafter referred to as the "60 day determination date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of the 1979 Series are registered Bonds, the Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of the 1979 Series pro rata among the registered owners of such Bonds in the ratio which the principal amount of such Bonds held by each registered owner on the 60 day determination date, bears to the total principal amount of Bonds of the 1979 Series outstanding on the 60 day determination date; provided, however, that the portion of the principal amount of each registered Bond to be redeemed shall be \$1,000 or a multiple thereof. The Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of the 1979 Series to be then redeemed and the numbers of the coupon Bonds reserved therefor. The Trustee shall promptly advise the Company as to the allocation so made by it. In such case, 30 days' notice of such redemption shall be given by the Company to all registered owners of the Bonds of the 1979 Series and such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of the 1979 Series at their addresses as the same shall appear on the Bond Register of the Company. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the place of redemption (which shall be the principal office of the Trustee in the Borough of Manhattan, The City of New York), the Sinking Fund Redemption Price and the numbers and principal amount of Bonds of the 1979 Series of each registered owner to be then redeemed and that on the date fixed for redemption interest on such Bonds shall cease.

In case any registered Bond without coupons shall be redeemed in part only, said notice shall specify the principal amount thereof to be redeemed, shall specify the distinctive number or numbers of the coupon Bonds reserved in respect of that portion of the registered Bond being redeemed and shall state that, upon the presentation of such registered Bond for partial redemption, a new Bond or Bonds of the same series of an aggregate principal amount equal to the unredeemed portion of such registered Bond will be issued in lieu thereof; and in such case the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same Series, in either coupon or registered form as the registered owner shall elect (but only in authorized denominations), for the principal amount of the unredeemed portion of such registered Bond or, at the option of the registered owner of such registered Bond, the Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption and of the distinctive number or numbers of the coupon Bonds reserved in respect of such portion, and the Trustee shall cancel the reservation of such number or numbers.

(j) In the event that on the 60 day determination date there are any Bonds of the 1979 Series which are unregistered coupon Bonds, the Trustee shall apply to the redemption of such outstanding unregistered coupon Bonds a portion of the Sinking Fund Cash, so far as the Trustee shall in its uncontrolled discretion determine is practical, bearing the same ratio to the total amount of Sinking Fund Cash as the principal amount of such unregistered coupon Bonds outstanding on such date bears to the total principal amount of Bonds of the 1979 Series outstanding on such date; and the Trustee shall apply the balance of such Sinking Fund Cash to the redemption of registered Bonds in the manner provided in Subdivision (i) of this Section. The Trustee shall promptly notify the Company of any determination made by it pursuant to this Subdivision.

(k) Within 10 days after the 60 day determination date, unregistered coupon Bonds of the 1979 Series equal in aggregate principal amount to the aggregate principal amount of such unregistered coupon Bonds to be redeemed pursuant to the provisions of Subdivision (j) of this Section, shall be drawn by the Trustee by lot in any manner deemed by the Trustee to be fair and proper, and it shall forthwith give the Company notice to that effect specifying the numbers of Bonds of the 1979 Series so drawn.

The Company, upon receipt of such notice from the Trustee, shall give notice of intention to redeem such unregistered coupon Bonds of the 1979 Series by publication in at least one daily newspaper of general circulation, regularly published in the English language in the Borough of Manhattan, The City of New York, once a week for four (4) successive calendar weeks, in each case upon any day of the week and in any such newspaper, but the publication in the first calendar week shall be made not less than thirty (30) and not more than forty-five (45) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the places of redemption (which shall be the places where interest is payable), the Sinking Fund Redemption Price and the numbers of the unregistered coupon Bonds to be redeemed, and that on the date fixed for redemption interest on such Bonds shall cease.

Proof in form satisfactory to the Trustee, of the publication of such notice as hereinabove provided, shall be furnished to the Trustee by the Company on or before such Sinking Fund Payment Date. Neither the failure to publish notice of the intention of the Company to redeem unregistered coupon Bonds of the 1979 Series as provided in this Subdivision (k) of this Section, nor any imperfection or defect in such notice, shall affect the validity of the proceedings for redemption of the registered Bonds of the 1979 Series then being redeemed nor excuse the Company from redeeming or paying for such unregistered coupon Bonds.

(l) In case the Company shall fail to give the Trustee evidence to its satisfaction that notice of call for redemption as in this Section provided will be given, the Trustee shall, at the expense of the Company, give such notice with the same effect as if such notice had been given by the Company as hereinbefore required.

(m) All Bonds of the 1979 Series redeemed or retired under the provisions of this Article and the pertinent coupons (if any), shall forthwith be canceled and the Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds so canceled to or upon the order of the Company.

Bonds of the 1979 Series so redeemed or retired shall not thereafter, so long as any of the Bonds of the 1979 Series are outstanding, be made the basis for the issue of Bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Original Indenture or this Supplemental Indenture except as provided in this Section.

(n) Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 1979 Series (or the specified portion of registered Bonds without coupons) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated, interest on the Bonds so called for redemption (or in the case of a partial redemption of a registered Bond without coupons, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. All interest coupons, if any, appurtenant to the Bonds so called for redemption, maturing subsequent to the date so designated for redemption, shall be null and void, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. In the case of a coupon Bond, the interest due on the date of redemption and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the

Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

ARTICLE FOUR

OTHER COVENANTS

SECTION 1. The Company covenants that so long as any of the Bonds of the 1979 Series shall remain outstanding, such of the provisions, restrictions and limitations of the Original Indenture, other than the provisions of Section 83 thereof, as are expressly stated to be effective so long as any of the Bonds of 1963 Series are outstanding shall also be effective so long as any of the Bonds of the 1979 Series are outstanding irrespective of whether or not any of the Bonds of 1963 Series shall then remain outstanding.

The Company covenants that the provisions contained in subdivision (j) of Section 1 of Article Three of the First Supplemental Indenture expressly stated to be effective so long as any of the Bonds of the Second 1963 Series are outstanding, and in Subdivision (j) of Section 1 of Article Three of the Supplemental Indenture dated as of December 1, 1950, expressly stated to be effective so long as any of the Bonds of the Third 1963 Series are outstanding, and in Subdivision (m) of Section 1 of Article Three of the Supplemental Indenture dated as of November 1, 1958, expressly stated to be effective so long as any of the Bonds of the 1978 Series are outstanding, shall also be effective so long as any of the Bonds of the 1979 Series are outstanding, irrespective of whether or not any of the Bonds of the Second 1963 Series or any of the Bonds of the Third 1963 Series, or any of the Bonds of the 1978 Series, respectively, shall then remain outstanding.

SECTION 2. The provisions of the third paragraph of Section 79 of the Original Indenture, as supplemented by Section 2 of Article Four of the First Supplemental Indenture, and as further supplemented by Section 2 of Article Four of the Supplemental Indenture dated as of December 1, 1950, and as further supplemented by Section 2 of Article

Four of the Supplemental Indenture dated as of November 1, 1958, are hereby further supplemented by deleting the period at the end thereof and adding thereto the following:

“or by the holders of at least a majority in amount of the Bonds of the 1979 Series at the time outstanding.”

SECTION 3. So long as any Bonds of the 1979 Series shall be outstanding, the Company will not enter into or change or modify or terminate any contract with an Affiliate of the Company for the purchase of gas, which is pledged or required to be pledged under the Original Indenture, unless the Trustee shall consent thereto and the Trustee shall give such consent only upon receipt by and deposit with it of the following:

(a) Resolution of the Board requesting such consent; and

(b) A Certificate of the Company describing the contract in question and the nature of any proposed change or modification; and

(c) A Certificate of the Company stating that the proposed contract change, modification or termination has been required by an order of a Federal, State, or other governmental regulatory body having jurisdiction in the premises or that such contract to be entered into has been approved by such order, together with a copy of the order or other instrument requiring such contract change, modification or termination or approving such contract to be entered into and an Opinion of Counsel stating that such order is a valid order of the regulatory body issuing it and that the proposed contract, change, modification or termination complies with and does not exceed the requirements of such order; or

(d) A writing or writings signed by the holders of a majority in principal amount of the Bonds of the 1979 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of the 1979 Series then outstanding shall not be held by less than five (5) holders who are either registered owners or who have filed with the Trustee a Certificate with respect to the Bonds held by them of the

character permitted by Section 147 of the Original Indenture, the Trustee shall give the consent provided for in this Section without requiring compliance with either paragraph (c) or (d) of this Section if the Company shall file with the Trustee an additional Certificate of the Company and a Certificate signed by an Independent Engineer appointed by the President or a Vice President of the Company and approved by the Trustee in the exercise of reasonable care, both stating that the proposed contract change, modification or termination or any contract proposed to be entered into, in the opinion of the signers, is desirable and advantageous and for the best interests of the Company in the conduct of its business, does not impair the value and efficiency generally of its properties, is desirable in the interests of the Bondholders and will not impair the security of the Bonds.

If at any time the Company shall be in default in the performance of any of the terms or covenants of the Original Indenture or of any indenture supplemental thereto but shall still be in possession of the Trust Estate (other than cash, securities and other personal property held by the Trustee), the Company will not enter into or change or modify or terminate any contract for the purchase or sale of gas which is pledged or required to be pledged with the Trustee unless the Trustee shall consent thereto and the Trustee shall give consent only upon receipt by and the deposit with it of the Resolutions, Certificates and other documents which under the provisions of this Section the Trustee is required to receive in the case of the execution, change, modification or termination of a contract with an Affiliate of the Company for the purchase of gas.

Any waiver of or failure to require substantial performance of any of the terms and provisions of a contract pledged or required to be pledged under the Original Indenture, either by the Company or any other party to such contract, shall for all purposes of this Section be deemed a modification of such contract.

Notwithstanding the foregoing provisions of this Section, in all cases in which the consent of the Trustee may be required under the provi-

sions of this Section, the Trustee may, without requiring the delivery of any documents other than those required by paragraphs (a) and (b) of this Section, consent to any changes or modifications which in the opinion of the Trustee are of a purely administrative nature.

Whenever the Company shall no longer be in possession of the Trust Estate, the rights of the Company under this Section may, upon the conditions herein stated, be exercised by the Trustee or by a receiver or trustee in bankruptcy or other person rightfully in possession of the Trust Estate.

So long as any Bonds of the 1979 Series shall be outstanding, the right of the Company, pursuant to paragraph (F) of Section 43 of the Original Indenture, to modify, change or terminate any contract for the purchase or sale of gas which may at any time be pledged under the Original Indenture shall be subject to the further provision that any such modification, change or termination shall be in conformity and not in conflict with the covenants of the Company contained in this Section, and shall be subject to the further provision that the Company shall, and the Company covenants that it will, promptly after each such modification, change or termination, file or deposit with the Trustee a Certificate of the Company setting forth a brief description of the contract modified, changed or terminated and stating that such modification, change or termination is in conformity and not in conflict with the covenants of the Company contained in this Section.

The foregoing provisions of this Section shall not in any respect be deemed or considered to be in substitution for the provisions of Section 85 of the Original Indenture or Section 3 of Article Four of the First Supplemental Indenture, or Section 4 of Article Four of the Supplemental Indenture dated as of December 1, 1950, or Section 3 of Article Four of the Supplemental Indenture dated as of November 1, 1958, which shall in all respects remain in full force and effect except as modified by the fact that Texoma Natural Gas Company has been merged into the Company and that the Company is the corporation surviving such merger.

SECTION 4. So long as any of the Bonds of the 1963 Series or any of the Bonds of the Second 1963 Series or any of the Bonds of the Third 1963 Series or any of the Bonds of the 1978 Series or any of the Bonds of the 1979 Series shall be outstanding, (i) any property received by the Company in exchange for property constituting a part of the Trust Estate and disposed of pursuant to paragraph A of Section 43 of the Original Indenture, (ii) any money or property required to be paid over by the Company to the Trustee and/or subjected to the direct lien of the Original Indenture by the provisions of paragraphs B and C of Section 40 of the Original Indenture and (iii) any interests in the gas rights of any gas and/or oil leases or gas mineral rights received by the Company pursuant to the provisions of paragraph D of Section 43 of the Original Indenture in exchange for interest in the gas rights in any gas and/or oil leases or gas mineral rights transferred to others pursuant to said paragraph D (even though in any such case no release or other document be executed and delivered by the Trustee hereunder) shall, for all purposes of the Original Indenture, as amended, be deemed to have been used to obtain, and to have been made the basis for, the release of property.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

SECTION 1. The Original Indenture, as amended, is in all respects ratified and confirmed. Not in limitation of the preceding sentence but as a further expression thereof, the amendments to the Original Indenture as set forth in Article Five of the Supplemental Indenture dated as of November 1, 1958, which are to take effect in the future upon the happening of certain contingencies set forth in said Article Five, are hereby ratified, confirmed and adopted and are and shall be binding upon the holders of the Bonds of the 1979 Series. The Original Indenture, the First Supplemental Indenture, the Supplemental Indenture dated as of December 1, 1950, the Supplemental Indenture

dated as of November 1, 1958, and this Supplemental Indenture and all indentures supplemental to the Original Indenture, shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture, as amended, on any of the property subject thereto, and such lien shall remain in full force and effect as security for all Bonds now outstanding or hereafter issued under the Original Indenture. All covenants and provisions of the Original Indenture, except as modified by indentures supplemental thereto, shall continue in full force and effect and form part of the Original Indenture. All terms defined in the Original Indenture, as amended, shall, for all purposes of this Supplemental Indenture, have the meaning specified in the Original Indenture, as amended, unless the text otherwise requires.

SECTION 2. The Trustee accepts the trusts created by this Supplemental Indenture upon the terms and conditions hereof, and agrees to perform such trusts upon the terms and conditions in the Original Indenture, as heretofore amended and supplemented and as amended and supplemented in this Supplemental Indenture. The Trustee shall not be responsible in any manner whatsoever for the recitals herein or in the Bonds or in the appurtenant coupons contained (save only the Trustee's responsibility for its authentication on the Bonds), all of which are made by the Company solely; nor shall the Trustee be responsible for or in respect of the validity or sufficiency of this Supplemental Indenture or the execution thereof by the Company. In general, each and every term and condition contained in Article Sixteen of the Original Indenture, as amended, shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

SECTION 3. This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts, executed

and delivered each as an original, shall constitute but one and the same instrument.

SECTION 4: The Company at the time it executed, as mortgagor or grantor, the Original Indenture and each of the indentures supplemental thereto, and further at the time it executed this Supplemental Indenture, had been, was and still is carrying on the business of a gas pipeline system.

IN WITNESS WHEREOF, Natural Gas Pipeline Company of America has caused this Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and The Chase Manhattan Bank, New York, New York, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its President or a Vice President or an Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, all as of the day and the year first above written.

NATURAL GAS PIPELINE COMPANY
OF AMERICA

By

[Signature]

President

ATTEST:

[Signature]
Secretary

Signed, sealed and delivered by
Natural Gas Pipeline Company
of America in the presence of:

[Signature]
[Signature]





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THE CHASE MANHATTAN BANK

By *[Signature]*
Assistant Vice President

ATTEST:

[Signature]
Assistant Secretary

Signed, sealed and delivered by
The Chase Manhattan Bank, in
the presence of:

[Signature]
[Signature]



STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 8th day of April, 1959, before me, a Notary Public in and for the County and State aforesaid, personally appeared G. P. GARVER, President of Natural Gas Pipeline Company of America, a Delaware corporation, and J. A. LAING, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, and as the persons who subscribed the name and affixed the seal of Natural Gas Pipeline Company of America, a Delaware corporation, one of the makers thereof, to the foregoing instrument as its President and Secretary and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Natural Gas Pipeline Company of America.

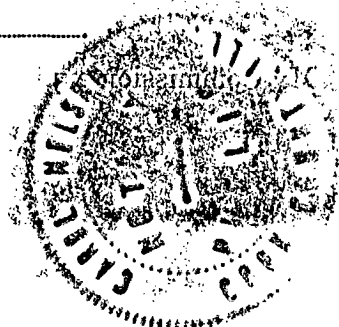
And the said G. P. GARVER and J. A. LAING, being each duly sworn by me, severally deposed and said: that they each reside at 2274 Birchwood Lane, Northfield, Illinois and 2211 E. 68th Street, Chicago, Illinois, respectively; that they were at that time respectively President and Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Carol Nelson

Notary Public

My Commission expires: 6-25-61



STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

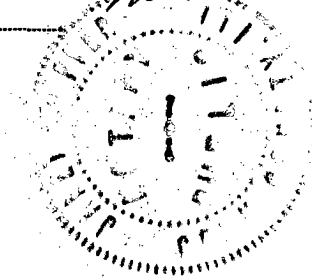
BE IT REMEMBERED, and I do hereby certify, that on this 8th day of April, 1959, before me, a Notary Public in and for the County and State aforesaid, personally appeared F. F. VOORHEES, Assistant Vice President of The Chase Manhattan Bank, New York, New York, a corporation organized and existing under the laws of the State of New York, and W. H. ADAMS, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, and as the persons who subscribed the name and affixed the seal of The Chase Manhattan Bank, New York, New York, one of the makers thereof, to the foregoing instruments as its Assistant Vice President and Assistant Secretary and they each acknowledged to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, The Chase Manhattan Bank, New York, New York.

And the said F. F. VOORHEES and W. H. ADAMS, being each duly sworn by me, severally deposed and said: that they reside at 7 Balmiere Parkway, Cranford, New Jersey, and 6 Paine Avenue, Farmingdale, New York, respectively; that they were at that time respectively Assistant Vice President and Assistant Secretary of said corporation; that they knew the corporate seal of said corporation, and that the seal affixed to said instrument was such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Assistant Vice President, in pursuance of the power and authority granted them by the by-laws of said corporation, and by authority of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

James P. Puffer
Notary Public

My Commission expires: 2-2-63



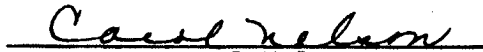
STATE OF ILLINOIS)
COUNTY OF COOK) SS

J. A. LAING, of lawful age, being duly sworn, deposes and states that he is Secretary of NATURAL GAS PIPELINE COMPANY OF AMERICA: that with the assistance of others under his supervision he has counted and tabulated the number of words appearing in a certain document entitled "Supplemental Indenture dated as of April 1, 1959," from NATURAL GAS PIPELINE COMPANY OF AMERICA to THE CHASE MANHATTAN BANK, New York, New York, as Trustee, which said instrument is to be recorded as a Real Estate Mortgage in the various counties of the States of Illinois, Iowa, Kansas, Nebraska, Oklahoma and Texas; that the total number of words, calculated on the basis of the average number of words per line multiplied by the number of lines per page, contained in said instrument is 24,677.


J. A. Laing
Secretary

Subscribed and sworn to before me this st day of April, 1959.




Carol Nelson
Notary Public in and for
Cook County, Illinois

My Commission expires
June 25, 1961.