

STATE OF IOWA }
MADISON COUNTY } ss

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A. D. 1980 at 4:10 o'clock P.M.

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Mary E. Kelly Recorder

Deputy

Fee \$4.00

1195

INSTRUMENT OF APPOINTMENT

NATURAL GAS PIPELINE COMPANY OF AMERICA (hereinafter referred to as the "Company") and THE CHASE MANHATTAN BANK, successor by merger to The Chase National Bank of the City of New York, as Trustee under that certain Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, from the Company to The Chase National Bank of the City of New York (hereinafter sometimes called the "Original Indenture") and under indentures supplemental to said Original Indenture dated respectively as of July 1, 1946, as of June 1, 1948, as of December 1, 1950, as of December 30, 1950, as of November 1, 1958, and as of April 1, 1959 (said Original Indenture and said Supplemental Indentures being hereinafter collectively referred to as the Original Indenture As Amended, and the Original Indenture AS Amended and as the same may hereafter be further supplemented and amended being hereinafter referred to as the "Indenture"), do hereby appoint, subject to the terms and conditions hereinafter contained, the MERCANTILE TRUST COMPANY, a corporation organized and existing under the laws of the State of Missouri and having its principal place of business in the City of St. Louis, Missouri, as an additional or separate or co-trustee, to be designated the "Missouri Trustee," under the Original Indenture As Amended, said Missouri Trustee having been designated by and appointed pursuant to the order of the Board of Directors of the Company and having been approved and appointed by the Trustee (which term shall herein have the same meaning as set forth in the Indenture), The Chase Manhattan Bank, said appointment having been authorized by provisions of Section 160 of the Original Indenture As Amended.

The Missouri Trustee, the Mercantile Trust Company, is to the extent permitted by law, but to such extent only, deemed to be appointed subject to the following terms and conditions:

- (1) The Bonds issued and to be issued under the Indenture shall be authenticated and delivered solely by the Trustee, or its successor in the trust under the Indenture;
- (2) All cash collected by or payable to the Trustee or the Missouri Trustee or either of them pursuant to the Indenture shall be paid to and deposited with the Trustee, and all stocks, bonds and other securities received by the Trustee, or either of them, pursuant to the Indenture shall be delivered to and held by the Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under the Indenture, shall not vest in the Missouri Trustee but shall remain vested solely in the Trustee under the Indenture;
- (3) No powers shall be exercised hereunder by the Missouri Trustee except jointly with, or with the consent in writing of, the Trustee; provided, however, that if by any present or future law in any jurisdiction in which the Missouri Trustee is competent to act and in which it may be necessary to perform any particular act or acts in the execution of the trusts created under the Indenture, the Trustee shall be incompetent or unqualified to perform such act or acts, then, to such extent as may be legally necessary, all of the acts required to be performed in such

jurisdiction in the execution of the trusts created under the Indenture shall be performed by the Missouri Trustee acting alone;

- (4) Any notice, request or other writing by or in behalf of the Bondholders delivered solely to the Trustee, or its successor in the trust under the Indenture shall be deemed delivered to all the then trustees under the Indenture as effectually as if delivered to each of them; and
- (5) Any action authorized to be taken by the Trustee under any provisions of the Indenture shall be sufficient for the purposes of the Indenture if taken by the Trustee alone; and any action authorized to be taken by the Trustee or by the Missouri Trustee under any provision of the Indenture shall also, subject to the proviso contained in (3) above, be sufficient for the purposes of the Indenture if taken by the Trustee alone, and the Missouri Trustee hereby irrevocably constitutes and appoints the Trustee, or its successor in the trust under the Indenture, his or its true and lawful agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, either in the name and on behalf of such Missouri Trustee or of the trustees jointly, to take any and all action and exercise any and all rights or powers whether or not conferred upon the Trustee alone, or such Missouri Trustee alone, or upon the trustees jointly, by any of the provisions of the Indenture, but subject to the duties hereby imposed upon such Missouri Trustee, with full power of substitution

and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Trustee or any substitute by virtue of this power of attorney.

Mercantile Trust Company hereby accepts such appointment as an additional or separate or co-trustee, herein designated as the Missouri Trustee, under the Original Indenture As Amended, subject to all of the terms and conditions hereinabove and in the Original Indenture As Amended contained.

In pursuance of the authority conferred upon the Company and the Trustee under the Original Indenture As Amended, the Company and the Trustee hereby convey, assign and transfer to Mercantile Trust Company, as an additional or separate or co-trustee under the Original Indenture As Amended, all of the estates, properties, rights, powers and trusts of an additional or separate or co-trustee under the Original Indenture As Amended, subject to the terms, provisions and limitations herein and in the Indenture contained, with like effect as if the Mercantile Trust Company had been originally named as such additional or separate or co-trustee in the Original Indenture, and the Company and the Trustee hereby confirm such conveyance, assignment and transfer, and hereby consent thereto.

IN WITNESS WHEREOF, Natural Gas Pipeline Company of America has caused this Instrument of Appointment to be signed in its corporate name by its President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, and The Chase Manhattan Bank has caused this Instrument of Appointment to be signed in its corporate name by its Vice President or an Assistant Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary; and Mercantile Trust Company, in token of its acceptance of its appointment as

Missouri Trustee and in token of its acceptance of the trusts set forth herein and in the Indenture contained, has caused this Instrument of Appointment 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, all as of the 28th day of September, A.D. 1960.

(Corporate Seal) NATURAL GAS PIPELINE COMPANY OF AMERICA

Attest:

By G. P. Garver
President

C. G. Freund
Assistant Secretary

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

H. R. Olson

J. L. Martin

(Corporate Seal) THE CHASE MANHATTAN BANK

Attest:

By F. F. Voorhees
Assistant Vice President

C. F. Ruge
Assistant Secretary

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

H. R. Olson

J. L. Martin

MERCANTILE TRUST COMPANY

(Corporate Seal)

Attest:

By R. N. Arthur
Vice President

O. A. Johnson, Jr.

Assistant Secretary

Signed, sealed and delivered by
Mercantile Trust Company in the
presence of:

H. R. Olson

J. L. Martin

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

BE IT REMEMBERED, and I do hereby certify that on this 28th day of September, 1960, 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 C. G. Freund, 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 President and Assistant 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 Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge 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 C. G. Freund, being each duly sworn by me, severally deposed and said: That they reside at 2274 Birchwood Lane, Northfield, Illinois, and 1164 North Beverly Lane, Arlington Heights, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said President, in pursuance of the power and authority granted him by the by-laws of said corporation, and by authority and order 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.

(Notarial Seal)

Janet Puffer
Notary Public

My Commission Expires February 2, 1963.

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

BE IT REMEMBERED, and I do hereby certify, that on this 28th day of September, 1960, 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 C. F. Ruge,

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 instrument as its Assistant Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge 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 C. F. Ruge, being each duly sworn by me, severally deposed and said: That they reside at 7 Balmiere Parkway, Cranford, New Jersey, and 80 Michael Street, Iselin, New Jersey, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively Assistant Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is 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 him 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.

(Notarial Seal)

Mary Barkyoumb

Notary Public

My Commission Expires June 16, 1964.

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

BE IT REMEMBERED, and I do hereby certify that on this 28th day of September, 1960, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. N. Arthur, Vice President of Mercantile Trust Company, a corporation organized and existing under the laws of the State of Missouri, and O. A. Johnson, Jr., 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 Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of Mercantile Trust Company, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge 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, Mercantile Trust Company.

And the said R. N. Arthur and O. A. Johnson, Jr., being each duly sworn by me, severally deposed and said: That they reside at 14 Carswold Drive, Clayton, Missouri, and 838 Margo, St. Louis, Missouri, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President,

in pursuance of the power and authority granted him by the
by-laws of said corporation.

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

(Notarial Seal)

Frank Navigato
Notary Public

My Commission Expires April 27, 1961.