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STATE OF IOWA
MADISON COUNTY } SS
Filed for record the 3 day of October
A. D. 1960 at 4:05 o'clock P M
Recorded in book 108-B on page 1
Mary E. Welty Recorder
Deputy
Fee $ 5.60
14 pgs

NATURAL GAS PIPELINE COMPANY
OF AMERICA

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 1

TO

THE CHASE NATIONAL BANK OF
THE CITY OF NEW YORK,

AS TRUSTEE

Supplemental Indenture

Dated as of December 30, 1950

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

SUPPLEMENTAL INDENTURE, dated as of December 30, 1950, 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 NATIONAL BANK OF THE CITY OF NEW YORK, a national banking association organized and existing under the laws of the United States of America (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture, dated as of November 1, 1945 (hereinafter called the "Original Indenture"), to the Trustee conveying to the Trustee property therein specifically and generally described for the purpose of securing the Bonds issued and to be issued thereunder, and has executed an indenture supplemental to the Original Indenture, dated as of July 1, 1946 (hereinafter called the "First Supplemental Indenture"), and has executed an indenture supplemental to the Original Indenture dated as of June 1, 1948 (herein called the "1948 Supplemental Indenture"), said Original Indenture, said First Supplemental Indenture, said 1948 Supplemental Indenture, and this Supplemental Indenture and any indenture supplemental to the Original Indenture being hereinafter collectively called the "Indenture"; and

WHEREAS, Texoma Natural Gas Company, a Delaware corporation (hereinafter called "Texoma"), has been merged into the Company under and pursuant to the provisions of the General Corporation Law of the State of Delaware, and by virtue of such merger all of the property, real, personal and mixed, of Texoma has become the property of and has become vested in the Company; and

WHEREAS, it is provided in the Original Indenture that if the Company acquire all of the properties and assets of Texoma by merger, the Company shall, upon such acquisition, execute and deliver to the Trustee, simultaneously with such merger, an indenture supplemental to the Original Indenture subjecting all of the Texoma properties so acquired (except property of the character embraced within the definition of Excepted Property) to the lien of the Indenture; and

WHEREAS, Texoma has heretofore executed and delivered its Indenture, dated as of October 15, 1931 (hereinafter called the "Original Texoma Indenture"), to The Chase National Bank of the City of New York, as Trustee, conveying to the Trustee the property therein specifically and generally described for the purpose of securing the Texoma bonds issued and to be issued thereunder, and has executed four indentures supplemental to the Original Texoma Indenture, dated, respectively, as of November 29, 1933 (hereinafter called the "1933 Texoma Supplement"), as of November 1, 1941 (hereinafter called the "1941 Texoma Supplement"), as of November 1, 1945 (hereinafter called the "1945 Texoma Supplement"), and as of June 1, 1948 (hereinafter called the "1948 Texoma Supplement"), said Original Texoma Indenture and all of said supplemental indentures being hereinafter collectively called the "Texoma Indenture"; and

WHEREAS, the Company by appropriate corporate action has duly authorized the execution of this Supplemental Indenture for the various purposes herein set forth, and all of the conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects 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 ensealing 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 the indentures supplemental thereto hereinabove referred to 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 Original Indenture), the conveyance of which is expressly confirmed, are hereinafter called the "Trust Estate," to-wit:

All of the property, real, personal and mixed, owned by Texoma on the effective date of the merger hereinabove referred to (other than property of the character embraced within the definition of Excepted Property as defined in the Original Indenture) included within the specific and general description set forth in the Original Texoma Indenture, the 1933 Texoma Supplement, the 1941 Texoma Supplement, the 1945 Texoma Supplement and the 1948 Texoma Supplement; and reference is hereby made for more particular description to the property descriptions, specific and general, set forth in such instruments as the same are recorded as a real estate mortgage and deed of trust and filed as a chattel mortgage in Carson, Gray, Hansford, Hutchinson, Moore, Ochiltree, and Potter Counties, Texas, and in Beaver County, Oklahoma, on the dates, in the books and at the pages listed as follows:

ORIGINAL TEXOMA INDENTURE

County	Real Estate Mortgage or Deed of Trust Book	Page	Chattel Mortgage Book	Page	Date
Carson, Tex.	18	106	21	97	1/18/32
Gray, Tex.	22	3	27	299	1/18/32
Hansford, Tex.	17	3	15	397	1/20/32
Hutchinson, Tex.	14	4	13	423	1/20/32
Moore, Tex.	13	198	7	50	1/19/32
Ochiltree, Tex.	55	261	17	216	1/20/32
Potter, Tex.	83	82	27	518	1/23/32
Beaver, Okla.	88	238	26	T	1/20/32

1933 TEXOMA SUPPLEMENT

County	Book	Page	Book	Page	Date
Carson, Tex.	19	59	22	292	12/16/33
Gray, Tex.	24	46	28	482	12/14/33
Hansford, Tex.	18	549	16	592	12/14/33
Hutchinson, Tex.	15	76	14	569	12/14/33
Moore, Tex.	14	119	7	542	12/14/33
Beaver, Okla.	84	222	27	F	12/29/33

1941 TEXOMA SUPPLEMENT

County	Book	Page	Book	Page	Date
Carson, Tex.	25	439	29	T-7	1/ 7/42
Gray, Tex.	42	541	2	169	1/ 7/42
Hansford, Tex.	26	13	19	31	1/ 6/42
Hutchinson, Tex.	22	277	8	31	1/ 6/42
Moore, Tex.	20	39	3	31	1/ 6/42
Ochiltree, Tex.	71	73	23	384	1/ 6/42
Potter, Tex.	—	—	4	81	1/ 9/42
Beaver, Okla.	105	1A	27	T	12/27/41

1945 TEXOMA SUPPLEMENT

County	Book	Page	Book	Page	Date
Carson, Tex.	28	361	29	T-12	2/26/46
Gray, Tex.	—	—	3	168	2/27/46
Hansford, Tex.	28	263	19	31	2/28/46
Hutchinson, Tex.	26	224	8	31	2/28/46
Moore, Tex.	23	1	3	32-A	3/ 1/46
Ochiltree, Tex.	77	15	24	370	2/28/46
Potter, Tex.	—	—	4	81	2/25/46
Beaver, Okla.	113	1	27	T	2/28/46

1948 TEXOMA SUPPLEMENT

County	Book	Page	Book	Page	Date
Hansford, Tex.	—	—	19	31	8/ 3/48
Ochiltree, Tex.	87	45	25	10	8/ 3/48
Beaver, Okla.	114	1	27	T	8/ 3/48

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 Texoma acquired and/or the Company 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 Texoma to other persons prior to the date of this Supplemental Indenture; and *subject also* to the lien of the Texoma Indenture referred to in the fourth recital hereof; 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, 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 of the Original Indenture.

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.

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 Indenture set forth. The Trustee shall not be responsible in any manner whatsoever for the recitals herein, 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 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.

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.

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 National Bank of the City of 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 and its corporate seal to be hereunto affixed and attested by its Cashier or an Assistant Cashier, all as of the day and year first above written.

Natural Gas Pipeline Company of America,

By J. J. Hedrick
President

[Corporate Seal]

Attest:

G. P. Garver
Secretary

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

Carl A. Altenbern
A. S. McKenzie

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK,

By C. E. BUCKLEY
Vice President

[Corporate Seal]

Attest:

F. F. VOORHEES
Assistant Cashier

Signed, sealed and delivered by THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, in the presence of:

J. R. HEWITT
H. R. THIESING

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify, that on this 22nd day of December, 1950, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. J. HEDRICK, President of Natural Gas Pipeline Company of America, a Delaware corporation, and G. P. GARVER, 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, the 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 J. J. Hedrick and G. P. Garver, being each duly sworn by me, severally deposed and said: that they reside in McHenry County, Illinois, and Cook County, 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 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]

JEAN HILL
Notary Public

My Commission expires:
Sept. 4, 1954

STATE OF NEW YORK } ss.:
COUNTY OF NEW YORK }

BE IT REMEMBERED, and I do hereby certify that on this 2nd day of January, 1951, before me, a Notary Public in and for the County and State aforesaid, personally appeared C. E. BUCKLEY, Vice President of The Chase National Bank of the City of New York, a national banking association organized and existing under the laws of the United States of America, and F. F. VOORHEES, Assistant Cashier 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 Cashier respectively, and as the persons who subscribed the name and affixed the seal of The Chase National Bank of the City of New York, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Cashier 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 National Bank of the City of New York.

And the said C. E. Buckley and F. F. Voorhees, being each duly sworn by me, severally deposed and said: that they reside at Great Neck, Nassau County, New York, and Cranford, Union County, N. J., respectively; that they were at that time respectively Vice President and Assistant Cashier 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 Cashier, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted them 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]

C. ELDRIDGE VAN NAME

C. ELDRIDGE VAN NAME
Notary Public, State of New York
No. 43-4079700
Qualified in Richmond County
Certs. Filed in N. Y. and Queens Co.
Clerk's Offices and N. Y. and Queens
Register's Offices
Term Expires March 30, 1951

The foregoing instrument is re-executed this 27th day of September, 1960, as an additional executed copy of the Supplemental Indenture, dated as of December 30, 1950, and is intended to be of the same effect as an executed original counterpart thereof.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By G.P. Garver
President

Attest:

C.G. Freund
Assistant Secretary

Signed, sealed and delivered by NATURAL GAS PIPELINE COMPANY OF AMERICA in the presence of:

J.L. Martin

H.R. Olson

THE CHASE MANHATTAN BANK (successor by merger to The Chase National Bank of the City of New York)

By F.F. Voorhees
Assistant Vice President

Attest:

C.F. Ruge
Assistant Secretary

Signed, sealed and delivered by THE CHASE MANHATTAN BANK in the presence of:

J.L. Martin

H.R. Olson

STATE OF ILLINOIS }
COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify, that on this 27th 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 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 C. G. FREUND, being each duly sworn by me, severally deposed and said: that they each reside at 2274 Birchwood Lane, Northfield, Illinois and 1164 N. Beverley Lane, Arlington Heights, Illinois, respectively; that they were at that time respectively 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 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.

Janet Puffer
Notary Public

(NOTARIAL SEAL)

My Commission expires: February 2, 1963

STATE OF ILLINOIS } ss.:
COUNTY OF COOK }

BE IT REMEMBERED, and I do hereby certify, that on this 27th 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 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 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 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.

Mary Barkyoumb
Notary Public

(NOTARIAL SEAL)

My Commission expires: June 16, 1964