

3834 I V S

STATE OF IOWA }
MADISON COUNTY } ss

NATURAL GAS PIPELINE COMPANY
OF AMERICA

Filed for record the 3 day of October
A. D. 1960 at 4:30 o'clock P.M.
Recorded in book 108 E page 1

TO

Mary E. Welty

THE CHASE MANHATTAN BANK

Fee \$ 34.40

AND

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 1

MERCANTILE TRUST COMPANY,

AS TRUSTEES

42 pgs.

Ninth Supplemental Indenture

DATED AS OF SEPTEMBER 1, 1960

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

(This instrument contains after acquired property provisions; also,
this instrument is filed as a Chattel Mortgage in Oklahoma and is not
required to be refiled under the provisions of Section 61, Title 46, Okla-
homa Statutes, 1951.)

(This Instrument contains after acquired property provisions.)

This Ninth Supplemental Indenture, dated as of September 1, 1960, 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 and having its principal place of business in the City of New York, and **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 (hereinafter called, respectively, the "Trustee," and the "Missouri Trustee" and together called the "Trustees"), as Trustees, parties of the second part, WITNESSETH that:

WHEREAS, in order to secure First Mortgage Pipeline and Collateral Trust Bonds and First Mortgage Pipeline Bonds of the Company, issuable in series, the Company has heretofore made, executed and delivered its certain Indenture of Mortgage and Deed of Trust dated as of November 1, 1945 (hereinafter sometimes called the "Original Indenture") to The Chase National Bank of the City of New York, as Trustee, and indentures supplemental thereto dated, respectively, as of July 1, 1946, as of June 1, 1948, as of December 1, 1950, and as of December 30, 1950, and thereafter has made, executed and delivered other indentures supplemental to its said Original Indenture to The Chase Manhattan Bank (successor by merger to The Chase National Bank of the City of New York) as Trustee as aforesaid, dated, respectively, as of November 1, 1958, and as of April 1, 1959; and

WHEREAS, there have heretofore been issued under said Original Indenture, as so amended and supplemented, and there are outstanding on September 1, 1960, First Mortgage Pipeline and Collateral Trust Bonds and First Mortgage Pipeline Bonds of five several series in the following respective principal amounts:

<u>Series</u>	<u>Amount Issued</u>	<u>Outstanding</u>
First Mortgage Pipeline and Collateral Trust Bonds, 2.6% Series due 1963.....	\$25,000,000	\$ 6,140,000
First Mortgage Pipeline and Collateral Trust Bonds, Second 2.6% Series due 1963.....	10,500,000	2,612,000

<u>Series</u>	<u>Amount Issued</u>	<u>Outstanding</u>
First Mortgage Pipeline and Collateral Trust Bonds, 2 $\frac{7}{8}$ % Series due 1963.....	7,500,000	2,352,000
First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1978.....	30,000,000	30,000,000
First Mortgage Pipeline Bonds, 4 $\frac{5}{8}$ % Series due 1979.....	20,000,000	20,000,000

; and

WHEREAS, in connection with a plan relating to the acquisition by the Company of all of the properties of Peoples Gulf Coast Natural Gas Pipeline Company (hereinafter sometimes referred to as "Gulf Coast"), the Company has made, executed and delivered a Seventh and an Eighth Supplemental Indenture to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees, the Seventh Supplemental Indenture for the purpose of confirming and perfecting the lien of the Original Indenture, as theretofore and thereby supplemented and amended, upon the said properties acquired from Gulf Coast and the Eighth Supplemental Indenture for the purpose of creating an additional series of Bonds, designated First Mortgage Pipeline Bonds, 3 $\frac{1}{4}$ % Series due 1970 (hereinafter referred to as the "Bonds of 1970 Series"), of which \$63,076,000 principal amount of said Bonds of 1970 Series are to be issued by the Company immediately prior to the Bonds referred to in the following recital; and

WHEREAS, the Company, as part of said plan relating to the acquisition by it of the Gulf Coast properties, has duly determined to create another additional series of its Bonds to be issued under the Original Indenture, as heretofore amended, and as supplemented by this Ninth Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 4 $\frac{1}{4}$ % Series due 1975 (hereinafter referred to as the "Bonds of 1975 Series"), and to issue \$15,674,000 principal amount of said Bonds as provided in the Original Indenture, as heretofore amended (the Original Indenture, the Supplemental Indentures 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, as of April 1, 1959, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture being hereinafter collectively called the "Original Indenture, as amended," and the Original Indenture, as amended, as supplemented by this Ninth Supplemental Indenture being hereinafter collectively called the "Indenture"); and

WHEREAS, the texts of the First Mortgage Pipeline Bonds, $4\frac{1}{4}\%$ Series due 1975, 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,
 $4\frac{1}{4}\%$ SERIES DUE 1975

Due September 1, 1975

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 September, 1975, 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 September 1, 1960, at the rate of $4\frac{1}{4}\%$ 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 semiannually on March 1 and September 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, April 1, 1959, and by the Seventh, Eighth and Ninth Supplemental Indentures executed by the Company to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees (hereinafter collectively referred to as the "Trustees"), dated as of September 1, 1960 (said Indenture of Mortgage and said Supplemental Indentures being 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 the Indenture has been released from the lien of the 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 Trustees 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. As provided in, and to the extent permitted by, the 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 the 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 the creation of any lien ranking prior to, or on a parity with, the lien of the Indenture with respect to the Trust Estate or any part thereof, or the depriving of the holder hereof of a lien upon the Trust Estate for the security of this Bond, 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 the Indenture, said Bonds are issuable in series which may vary as in the Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Pipeline Bonds, 4 $\frac{1}{4}$ % Series due 1975."

The Bonds of this series are subject to redemption, upon at least thirty days' prior notice given as provided in the Indenture, at the

election of the Company, all as more fully provided in the Indenture: (a) as a whole at any time or from time to time in part, at 101% of the principal amount thereof, out of excess funds (as determined in the Indenture) or out of Trust Moneys (as defined in the Indenture), subject to the limitations contained in the Ninth Supplemental Indenture; (b) as a whole at any time, but not in part, at 101% of the principal amount thereof, if made otherwise than in connection with a refunding or contemplated refunding of the Bonds of this series by the application of borrowed funds having an interest rate or an interest cost to the Company of less than $4\frac{1}{4}\%$ per annum; (c) as a whole at any time, but not in part, at 115% of the principal amount thereof, in connection with a merger or consolidation of the Company or a sale of all or substantially all of the assets of the Company; or (d) as a whole at any time on or after September 1, 1974, or from time to time on or after such date in part, at 100% of the principal amount thereof; together in each case with accrued interest to the date fixed for redemption; *provided, however*, that in case of redemption after 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, the Bonds of this series are subject to redemption at the principal amount thereof together with accrued interest to the date of redemption.

The Bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture, and in the manner and to the extent provided in the Indenture, any one or more of the Bonds of this series are subject to redemption through the operation of said Sinking Fund (which may include the amount of optional sinking fund payments by the Company as provided in the Indenture) on the first days of March and September, 1961, and on the first days of March and September in each year thereafter to and including September 1, 1975, upon at least thirty days' prior notice given as provided in the Indenture, at the principal amount thereof together with accrued interest to the date fixed for redemption.

If this Bond shall be called for redemption as provided in the 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 the 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 the Indenture. The 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 the 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 the 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 the 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 the 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 the 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 September 1, 1960.

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, 4¼% Series due 1975, No. _____.

Treasurer

(Form of Fully Registered Bond Without Coupons)

No. _____

\$ _____

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND,

4¼% SERIES DUE 1975

Due September 1, 1975

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 September, 1975, 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 4¼% 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 semiannually on March 1 and September 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, April 1, 1959, and by the Seventh, Eighth and Ninth Supplemental Indentures executed by the Company to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees (hereinafter collectively referred to as the "Trustees"), dated as of September 1, 1960 (said Indenture of Mortgage and said Supplemental Indentures being 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 the Indenture has been released from the lien of the Indenture pursuant to the terms thereof), the nature and extent of the security, the rights of the holders of said Bonds and of the Trustees 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. As provided in, and to the extent permitted by, the 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 the 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 the creation of any lien ranking prior to, or on a parity with, the lien of the Indenture with respect to the Trust Estate or any part thereof, or the depriving of the holder hereof of a lien upon the Trust Estate for the security of this Bond, 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 the Indenture, said Bonds are issuable in series which may vary as in the Indenture provided or permitted. This Bond is one of a series of Bonds entitled "First Mortgage Pipeline Bonds, 4 $\frac{1}{4}$ % Series due 1975."

The Bonds of this series are subject to redemption, upon at least thirty days' prior notice given as provided in the Indenture, at the election of the Company, all as more fully provided in the Indenture: (a) as a whole at any time or from time to time in part, at 101% of the principal amount thereof, out of excess funds (as determined in the Indenture) or out of Trust Moneys (as defined in the Indenture), subject to the limitations contained in the Ninth Supplemental Indenture; (b) as a whole at any time, but not in part, at 101% of the principal amount thereof, if made otherwise than in connection with a refunding or contemplated refunding of the Bonds of this series by the application of borrowed funds having an interest rate or an interest cost to the Company of less than 4 $\frac{1}{4}$ % per annum; (c) as a whole at any time,

but not in part, at 115% of the principal amount thereof, in connection with a merger or consolidation of the Company or a sale of all or substantially all of the assets of the Company; or (d) as a whole at any time on or after September 1, 1974, or from time to time on or after such date in part, at 100% of the principal amount thereof; together in each case with accrued interest to the date fixed for redemption; *provided, however*, that in case of redemption after 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, the Bonds of this series are subject to redemption at the principal amount thereof together with accrued interest to the date of redemption.

The Bonds of this series are entitled to the benefit of the Sinking Fund provided for in the Indenture, and in the manner and to the extent provided in the Indenture, any one or more of the Bonds of this series are subject to redemption through the operation of said Sinking Fund (which may include the amount of optional sinking fund payments by the Company as provided in the Indenture) on the first days of March and September, 1961, and on the first days of March and September in each year thereafter to and including September 1, 1975, upon at least thirty days' prior notice given as provided in the Indenture, at the principal amount thereof together with accrued interest to the date fixed for redemption.

If this Bond or any portion thereof shall be called for redemption as provided in the 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 the 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 the Indenture. The 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 the 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 the 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 the 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 the 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 the 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_____ *President*

Attest:

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 _____
Authorized Officer

and

WHEREAS, all acts and things necessary to make the Bonds of 1975 Series, when authenticated by the Trustee and issued as in the Original Indenture, as amended, and in this Ninth 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 Ninth Supplemental Indenture has in all respects been duly authorized;

NOW, THEREFORE, THIS NINTH SUPPLEMENTAL INDENTURE WITNESSETH: that, the Company for itself and its successors, does hereby covenant and agree to and with the Trustees and their respective successors in the Trust created under the Indenture, for the benefit of those who shall hold the Bonds and coupons or any of them issued and to be issued hereunder and thereunder, as follows:

ARTICLE ONE

CREATION OF BONDS OF 1975 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 $\frac{1}{4}$ % Series due 1975" (herein referred to as "Bonds of 1975 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of 1975 Series shall be limited to \$15,674,000 (exclusive of Bonds authenticated and delivered upon denomi-

national 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 1975 Series shall bear interest at the rate of $4\frac{1}{4}\%$ per annum and shall mature on the first day of September, 1975. All coupon Bonds of 1975 Series shall be dated September 1, 1960, which date shall be the date from which interest shall be payable with respect to Bonds of 1975 Series, and all Bonds of 1975 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 semiannually on the first day of March and September in each year, the first interest payment date being March 1, 1961. 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 1975 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 1975 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 1975 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 1975 Series shall be subject to redemption as provided in Article Two of this Ninth 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 Ninth Supplemental Indenture.

All of the Bonds of 1975 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 attested 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 Original Indenture, as amended, and in this Ninth Supplemental Indenture. The definitive Bonds of 1975 Series may be issued in the form of engraved Bonds or Bonds printed or lithographed on steel engraved borders. Until definitive engraved, printed or lithographed Bonds of 1975 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 1975 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of 1975 Series in definitive form, include a reference to this Ninth 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 Ninth Supplemental Indenture, all definitive Bonds of 1975 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 1975 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 1975 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 1975 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 1975 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 1975 Series for the aggregate principal amount of \$15,674,000 may forthwith, upon the execution and delivery of this Ninth 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 1975 SERIES

SECTION 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of 1975 Series shall, in the manner provided in Article Twelve of the Original Indenture to the extent not inconsistent with the provisions hereof be redeemable under any one or more of the following circumstances, at the respective percentages of the principal amount thereof set forth below, together in each case with accrued interest to the date of redemption:

(a) as a whole at any time, or from time to time in part, at 101% of the principal amount thereof; *provided* that the Company shall (i) have on hand excess funds not required in the conduct of its business in an amount not less than the amount required to make the proposed redemption of Bonds of 1975 Series, (ii) have outstanding no indebtedness for borrowed money other than Bonds of 1975 Series and (iii) have delivered to the Trustee a Certificate of the Company to both such effects and to the effect that the redemption will not reduce the working capital of the Company below an amount which is considered adequate by the signers of such Certificate for the safe conduct of the business of the Company without the necessity of creating additional indebtedness for borrowed money to replace funds used to make such redemption;

(b) as a whole at any time, but not in part, at 101% of the principal amount thereof; *provided, however*, that the Company may not redeem Bonds of 1975 Series pursuant to this clause (b) if the Company (i) is making the redemption for the purpose of refunding the Bonds of 1975 Series, by the application, directly or indirectly, of borrowed funds

having an interest rate or an interest cost to the Company (computed in accordance with accepted financial practice) of less than $4\frac{1}{4}\%$ per annum, or (ii) contemplates replacing the funds applied to the redemption of Bonds of 1975 Series by other borrowed funds having an interest rate or an interest cost to the Company (computed in accordance with accepted financial practice) of less than $4\frac{1}{4}\%$ per annum, nor unless the Company shall have delivered to the Trustee a Certificate of the Company stating that the Company (x) is not making the redemption for the purpose of refunding the Bonds of 1975 Series, by the application, directly or indirectly, of borrowed funds having an interest rate or an interest cost to the Company (computed in accordance with accepted financial practice) of less than $4\frac{1}{4}\%$ per annum and (y) does not contemplate replacing the funds applied to the redemption of Bonds of 1975 Series by other borrowed funds having an interest rate or an interest cost to the Company (computed in accordance with accepted financial practice) of less than $4\frac{1}{4}\%$ per annum;

(c) as a whole at any time, or from time to time in part, at 101% of the principal amount thereof, out of Trust Moneys, pursuant to the provisions of Sections 58 and 60 of the Original Indenture; *provided, however,* that the Company may not redeem Bonds of 1975 Series pursuant to this clause (c) so long as any Bonds of 1970 Series are outstanding;

(d) as a whole at any time, but not in part, at 115% of the principal amount thereof, *provided* that the Company shall have entered into an agreement, to be performed not later than six months after the proposed date of redemption, to merge or consolidate with any other corporation or to sell all or substantially all of its assets, and shall have delivered to the Trustee a Certificate of the Company to such effect; or

(e) as a whole at any time on or after September 1, 1974, or from time to time on or after such date in part, at 100% of the principal amount thereof.

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, as amended, and in this Ninth 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 1975 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 Ninth Supplemental Indenture.

SECTION 2. In case of redemption of Bonds of 1975 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 1975 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 1975 Series outstanding on the date of selection, except that if coupon Bonds of 1975 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 1975 Series outstanding at the time of selection. The particular coupon Bonds of 1975 Series not registered as to principal to be so redeemed shall be determined by lot. The portion of any registered Bonds of 1975 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 1975 Series.

ARTICLE THREE

SINKING FUND FOR BONDS OF 1975 SERIES

SECTION 1. (a) For the purpose of this Article, the first day of March, 1961, and the first day of September, 1961, and the first day of March and September in each year thereafter, to and including September 1, 1975 are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, or a day on which banking institutions are required or authorized pursuant to law to close, and on which the principal office of the Trustee is not open for business, then such date shall not be a Sinking Fund Payment Date but in lieu thereof 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 March 1, 1961, create and, so long as any of the Bonds of 1975 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of 1975 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 1975 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at prices not exceeding the Sinking Fund Redemption Price (hereinafter defined), a principal amount of Bonds of 1975 Series which shall be in each case the whole multiple of \$1,000 nearest equal to 3.7961% of the \$15,674,000 aggregate principal amount of Bonds of 1975 Series authenticated and delivered pursuant to this Ninth Supplemental Indenture (exclusive of Bonds of 1975 Series issued as a result of transfers or exchanges or pursuant to this Section or Section 14 of the Original Indenture) subject to revision of such principal amount from time to time, as hereinafter provided in this Section 1, such principal amount constituting the original Required Sinking Fund Payment and the original Required Sinking Fund Payment as hereinabove constituted or as revised from time to time pursuant to this Section constituting the Required Sinking Fund Payment.

(c) The Company may, at its option, pay to the Trustee on or before any Sinking Fund Payment Date to and including the Sinking Fund Payment Date on March 1, 1975, for the account of such Sinking Fund, cash sufficient to retire at prices not exceeding the Sinking Fund Redemption Price an additional principal amount of Bonds of 1975 Series up to but not exceeding an amount equal to the original Required Sinking Fund Payment (such additional sum being herein referred to as the "Optional Sinking Fund Payment"), such option to be non-cumulative except that if on the March 1 Sinking Fund Payment Date in any calendar year, the Company shall not make the Optional Sinking Fund Payment in the maximum amount permitted by this Subdivision (c), then the whole or any part of such Optional Sinking Fund Payment not so made may, at the option of the Company, be added to the amount of the Optional Sinking Fund Payment made on the September 1 Sinking Fund Payment Date in such calendar year.

The Company may satisfy all or any part of its obligations and rights as aforesaid, subject to the conditions hereinafter contained, by surrendering to the Trustee, on any Sinking Fund Payment Date, coupon Bonds of 1975 Series not registered as to principal then outstanding accompanied

by all coupons appertaining thereto maturing on or after the Sinking Fund Payment Date, in an aggregate principal amount not to exceed an amount equal to that portion of the total Sinking Fund payment on such Sinking Fund Payment Date which the total principal amount of coupon Bonds of 1975 Series not registered as to principal then outstanding bears to the total principal amount of all Bonds of 1975 Series then outstanding; and the Company may utilize for such purpose coupon Bonds of 1975 Series not registered as to principal which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof. Whenever the Company shall surrender coupon Bonds of 1975 Series not registered as to principal to the Trustee for such purpose it shall deliver to the Trustee a Certificate of the Company, stating that the coupon Bonds so surrendered do not include any Bond, the retirement of which has been made the basis for the authentication and delivery of Bonds by the Trustee pursuant to Section 35 of the Original Indenture, or which has been purchased, paid, redeemed or otherwise retired out of Bonded Cash or the proceeds of any insurance on any Bonded Property.

(d) All cash paid by the Company to the Trustee as in this Article provided (hereinafter referred to as "Sinking Fund Cash"), shall forthwith become Bonded Cash and shall be applied to the retirement of Bonds of 1975 Series, as provided in Subdivision (h) of this Article.

Provided, however, that on any Sinking Fund Payment Date no more Bonds 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 1975 Series required to be retired by the provisions of this Section, plus such additional principal amount of Bonds of 1975 Series as the Company is permitted, at its option, to retire by the provisions of this Section, less the aggregate of the principal amount of coupon Bonds of 1975 Series not registered as to principal surrendered to the Trustee on such Sinking Fund Payment Date by the Company in satisfaction of its obligations and rights as aforesaid.

(e) The Company covenants that, so long as any Bonds of 1975 Series are outstanding, it will file with the Trustee after January 1 and on or before May 1 in each year beginning with the year 1961 a Certificate of Gas Supply stating as of January 1 of the year in which filed (herein referred to as the "Date of Determination") that, in the opinion of the signer or signers of such Certificate, (a) the total gas supply (as defined herein) is a specified amount and (b) the date of exhaustion (as defined

herein) will be a date not earlier than September 1, 1975, or will be a specified date earlier than September 1, 1975.

The term "date of exhaustion" (as used in this Section) shall mean the date upon which total gas supply (as defined herein) would be exhausted on the assumption that the volume of total gas supply were to be withdrawn after the Date of Determination at an annual rate equal to the total volume of gas withdrawn from the Company's gas supply and received into its pipeline system during the preceding calendar year.

The term "total gas supply" (as used in this Section) shall mean the aggregate amount of gas supply (as defined herein) for the calendar year (which term as used in this Section includes portions thereof) in which the Date of Determination occurs and all subsequent calendar years. The term "gas supply" for any calendar year shall mean (1) the volume of gas which the Company has a contract right to purchase during such calendar year out of existing gas supply (as defined herein), plus (2) the volume of gas which the Company has a right to produce from reserves owned by it or others during such calendar year out of existing gas supply; plus (3) the volume of gas which the Company has a right to purchase during such calendar year from non-affiliated pipeline companies under Federal Power Commission jurisdiction, provided, however, (i) that with respect to gas which the Company has a right to purchase from Colorado Interstate Gas Company under the contracts or service agreements with that company as effective at the Date of Determination for such calendar year, the signer or signers of any Certificate of Gas Supply may assume that the volume of gas which the Company has such right to purchase during such calendar year will be available for purchase by the Company during each year of the entire period ending September 1, 1975, and (ii) that with respect to gas which the Company has a right to purchase from any such pipeline company other than Colorado Interstate Gas Company under a contract or service agreement with any such pipeline company as effective at the Date of Determination for such calendar year, the signer or signers of any Certificate of Gas Supply may assume that the volume of gas which the Company has such right to purchase during such calendar year will be available for purchase by the Company during each year of the remainder of the term specified in such contract or service agreement; *provided, however*, that the gas supply to be taken into account for any calendar year shall not be in excess of the total volume of gas withdrawn from the Company's gas supply and received into its pipeline system during the preceding calendar year.

The term "existing gas supply" (as used in this Section) shall mean the minimum volume of natural gas in any field (a) in which the Company owns gas reserves or has the right to produce gas or (b) all or any portion of the production of which the Company has a right to purchase under one or more contracts, which volume, 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 pipe lines, and after giving due consideration to the dedication of any portion of such reserves to others than the Company and to all withdrawals from such reserves which may reasonably be expected under existing rights (by virtue of contract or ownership) of the Company and others and to all other pertinent factors relative to such reserves (except that no consideration shall be given to the deliverability of gas or to any factors pertaining thereto, including the effect of proration laws, orders or regulations), the Company can, in the opinion of the signer or signers of such Certificate, reasonably expect to produce, or to obtain under such contract or contracts.

The Certificate of Gas Supply shall be a Certificate of an Independent Engineer, selected by the Company and approved in writing by the holders of not less than $66\frac{2}{3}\%$ in principal amount of Bonds of 1975 Series at the time outstanding, provided that such Independent Engineer shall be the firm of DeGolyer and MacNaughton of Dallas, Texas, or any successor firm, unless and until the holders of not less than $66\frac{2}{3}\%$ in principal amount of Bonds of 1975 Series at the time outstanding shall have given written notice to the Company and to the Trustee (which notice shall be effective as to any year only if given prior to October 1 in the preceding year) requiring the selection by the Company of a different Independent Engineer or shall have approved the selection by the Company of a different Independent Engineer.

In the event that any Certificate of Gas Supply filed pursuant to this Subdivision shall show that the date of exhaustion will be a date earlier than September 1, 1975, then the Required Sinking Fund Payment shall be revised so that the Required Sinking Fund Payment on March 1 in the year following the calendar year in which such Certificate is filed and on each Sinking Fund Payment Date thereafter up to and including the Sinking Fund Payment Date immediately preceding said date of exhaustion, shall be the quotient obtained by dividing (i) an amount equal to the

difference between the principal amount of Bonds of 1975 Series outstanding on the Date of Determination and the amount of Required Sinking Fund Payments during the calendar year in which such Certificate is filed, by (ii) the number of Sinking Fund Payment Dates in the period commencing with such March 1 and ending with the Sinking Fund Payment Date immediately preceding said date of exhaustion; *provided, however*, that the amount of any Required Sinking Fund Payment shall not be less than the original Required Sinking Fund Payment (except as reduced by the credit hereinafter in this Subdivision provided for); and *provided further*, that the amount of such revised Required Sinking Fund Payment shall be adjusted, if necessary, to the nearest multiple of \$1,000.

If any Certificate of Gas Supply, delivered subsequent to the first such Certificate used as the basis for revising the Required Sinking Fund Payment hereunder, shall show that the date of exhaustion will be a date either earlier or later than the date of exhaustion shown in the next preceding such Certificate used as the basis for revising the Required Sinking Fund Payment hereunder, then the Required Sinking Fund Payment shall again be revised in the manner set forth in the preceding paragraph; *provided, however*, that no revision of the Required Sinking Fund Payment shall be made if the Certificate of Gas Supply then being filed and the next preceding such Certificate used as the basis for revising the Required Sinking Fund Payment hereunder shall each state that the date of exhaustion will be a date not earlier than September 1, 1975.

If, on the date of the filing of the Certificate of the Company required by the following paragraph (herein referred to as the "date of revision") the sum of (1) the Required Sinking Fund Payments made prior to the date of revision, plus (2) the Required Sinking Fund Payments due after the date of revision, exceeds (3) the sum of \$15,674,000, the Company shall be entitled to a credit in the amount of such excess, which amount, at the option of the Company, shall be credited either (i) against the Required Sinking Fund Payments next succeeding the date of revision in the order of their due dates until such credit is exhausted, or (ii) equally against all Required Sinking Fund Payments due subsequent to the date of revision (in which case the amount of each such credit shall be adjusted, if necessary, to the nearest multiple of \$1,000); *provided, however*, that on the next subsequent date of revision of the Required Sinking Fund Payment, the amount of the

credits, if any, to which the Company shall thereafter be entitled shall be re-computed as hereinabove provided.

Within 30 days after the date of filing with the Trustee of any Certificate of Gas Supply requiring a revision of the Required Sinking Fund Payment as provided in this Section, the Company will file with the Trustee a Certificate of the Company setting forth the revised Required Sinking Fund Payment, and the amount of the credit, if any, to which the Company is entitled under the provisions of the preceding paragraph, and the manner in which such credit is to be applied, and, within a reasonable time after receipt of such Certificate of the Company, the Trustee shall mail a copy thereof to each holder of any registered Bonds of 1975 Series without coupons or any coupon Bonds of 1975 Series registered as to principal then outstanding.

(f) On each Sinking Fund Payment Date the redemption price applicable to Bonds to be redeemed under the provisions of this Article shall be the principal amount thereof together with accrued interest to the date fixed for redemption (herein referred to as the "Sinking Fund Redemption Price").

(g) Sixty 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 1975 Series which the Company is required to retire on such succeeding Sinking Fund Payment Date, and the additional principal amount of Bonds of 1975 Series which the Company at its option desires to retire on such succeeding Sinking Fund Payment Date in accordance with its rights under Subdivision (c) of this Section, and (2) the aggregate principal amount and serial numbers of coupon Bonds of 1975 Series not registered as to principal which the Company intends to surrender on such succeeding Sinking Fund Payment Date in satisfaction of its Sinking Fund obligations and rights 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 principal amount stated in Clause (1) of this Subdivision (g), is hereinafter in this Section referred to as the "amount," or the "principal amount" set forth in the statement. Such statement shall also state the total principal amount of registered Bonds of 1975 Series including coupon Bonds registered as to principal 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 coupon Bonds not registered as to principal outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of 1975 Series, as provided in Subdivisions (i), (j) and (k) of this Section at prices not exceeding such 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 outstanding Bonds of 1975 Series are registered Bonds including coupon Bonds registered as to principal, the Bonds of 1975 Series to be redeemed shall be selected by the Trustee in accordance with any applicable agreement of the character specified in Clause (a) of the fourth paragraph of Section 117 of the Original Indenture then on file with the Trustee, or in the absence of any such applicable agreement, in the manner provided in Section 2 of Article Two of this Ninth Supplemental Indenture.

Notice of such redemption shall be given by the Company to all registered owners of the Bonds of 1975 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 1975 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 or places of redemption, the Sinking Fund Redemption Price and the numbers and principal amount of Bonds of 1975 Series of each registered owner to be then redeemed and that on the date fixed for redemption interest on such Bonds, or portions of Bonds to be redeemed, shall cease.

In case any registered Bond without coupons shall be redeemed in part only, said notice shall also specify (i) the principal amount thereof to be redeemed and (ii) 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 Bonds without coupons 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 without coupons, at the expense of the Company, a Bond or Bonds of the same

series, and in either coupon or registered form (but only in authorized denominations) for the principal amount of the unredeemed portion of such registered Bond without coupons, or, at the option of the registered owner of such registered Bond without coupons, 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.

(j) In the event that on the 60 day determination date there are any outstanding coupon Bonds of 1975 Series not registered as to principal, the Trustee shall determine the principal amount of such outstanding coupon Bonds not registered as to principal to be called for redemption which amount shall be an amount equal, so far as the Trustee shall in its uncontrolled discretion determine is practicable, to that portion of the aggregate principal amount of the Bonds of 1975 Series to be redeemed on the next succeeding Sinking Fund Payment Date which the principal amount of coupon Bonds of 1975 Series not registered as to principal outstanding on such 60 day determination date bears to the total principal amount of Bonds of 1975 Series outstanding on such 60 day determination date, less the amount of coupon Bonds of 1975 Series not registered as to principal to be applied by the Company (to the extent permitted by Subdivision (c) of this Section) in satisfaction of the sinking fund obligation relating to coupon Bonds of 1975 Series not registered as to principal; registered Bonds of 1975 Series (including coupon Bonds of 1975 Series registered as to principal) in a principal amount equal to the balance of Bonds of 1975 Series to be redeemed shall be redeemed 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, coupon Bonds of 1975 Series not registered as to principal equal in aggregate principal amount to the aggregate principal amount of such coupon Bonds not registered as to principal to be redeemed in accordance with 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 the coupon Bonds of 1975 Series not registered as to principal so drawn. Thereafter, if exchanges or transfers of Bonds of 1975 Series shall be made before the Sinking Fund Payment Date, the Trustee may make such arrangements by endorsements on the Bonds involved or otherwise as it shall deem necessary in order to allocate Sinking Fund Cash, if appropriate, among the Bonds issued on any such exchange or transfer.

The Company, upon receipt of such notice from the Trustee, shall give notice of intention to redeem such coupon Bonds of 1975 Series not registered as to principal by publication thereof once in each of any four successive calendar weeks prior to the date on which such redemption is to be made, in at least one newspaper printed in the English language and customarily published on each full business day, whether or not such newspaper is published on any other days, and of general circulation in the City of Chicago, Illinois, and in a like newspaper so published and of general circulation in the Borough of Manhattan, The City of New York (in each instance 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 place or places of redemption (which shall be the place or places where interest is payable), the Sinking Fund Redemption Price and the numbers of the coupon Bonds not registered as to principal 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 coupon Bonds of 1975 Series not registered as to principal as provided in this Subdivision (k), nor any imperfection or defect in such notice, shall affect the validity of the proceedings for redemption of the registered Bonds of 1975 Series (including coupon Bonds registered as to principal) then being redeemed.

(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 1975 Series redeemed or retired under the provisions of this Section and the appurtenant coupons (if any), shall forthwith be cancelled and the Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds so cancelled to or upon the order of the Company. Bonds of 1975 Series so redeemed or retired shall not thereafter,

so long as any of the Bonds of 1975 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, as amended, or this Ninth Supplemental Indenture.

(n) Notice of redemption having been given in the manner hereinabove provided, the Bonds of 1975 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 1975 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 1975 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, in Subdivision (m) of Section 1 of Article Three of the Supplemental Indenture dated as of April 1, 1959, expressly stated to be effective so long as any of the Bonds of the 1979 Series are outstanding, and in Subdivision (m) of Section 1 of Article Three of the Eighth Supplemental Indenture, expressly stated to be effective so long as any of the Bonds of 1970 Series are outstanding, shall also be effective so long as any of the Bonds of 1975 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, or any of the Bonds of the 1979 Series, or any of the Bonds of 1970 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, Section 2 of Article Four of the Supplemental Indenture dated as of December 1, 1950, Section 2 of Article Four of the Supplemental Indenture dated as of November 1, 1958, Section 2 of Article Four of the Supplemental Indenture dated as of April 1, 1959, and Section 2 of Article Four of the Eighth Supplemental Indenture, 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 1975 Series at the time outstanding.”

SECTION 3. So long as any Bonds of 1975 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 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 1975 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of 1975 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 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 provisions 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 1975 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 and that such modification, change or termination is, in the opinion of the signers, 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.

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 Inden-

ture dated as of December 1, 1950, or Section 3 of Article Four of the Supplemental Indenture dated as of November 1, 1958, or Section 3 of Article Four of the Supplemental Indenture dated as of April 1, 1959, or Section 3 of Article Four of the Eighth Supplemental Indenture, 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 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 or any of the Bonds of 1970 Series or any Bonds of 1975 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.

SECTION 5. So long as any Bonds of 1975 Series shall be outstanding,

(1) no Bonds of any other series (except Bonds of 1970 Series) shall be authenticated and delivered bearing a maturity date prior to September 1, 1975, except serial Bonds issued in accordance with the following Clause 2, and

(2) no Bonds of any other series (except Bonds of 1970 Series) shall be authenticated and delivered, and no indenture supplemental to the Original Indenture establishing the terms of such Bonds (except Bonds of 1970 Series) or otherwise shall be executed and delivered, if provision is made therein for the retirement of such Bonds, either through serial maturities or through the operation of any sinking, amortization, improvement, purchase or other analogous fund (but

excluding retirement through redemption at the option of the Company or through optional increases of sinking funds) and such provision for retirement, if complied with, would result in there having been retired at the date of any retirement of Bonds pursuant to such provision a greater aggregate amount of Bonds of such other series at any time than a percentage (computed as hereinafter set forth) of the aggregate principal amount of Bonds of 1975 Series required to be retired by compulsory (but not optional) Sinking Fund payments between the date of the initial issue of the Bonds of such other series and the Sinking Fund Payment Date for the Bonds of 1975 Series which is concurrent with, or shall next precede, the date of any retirement of Bonds of such other series. Such percentage shall be computed by dividing (i) the total principal amount of the Bonds of such other series at the date of the initial issue thereof, by (ii) the principal amount of Bonds of 1975 Series outstanding at the date of the initial issue of the Bonds of such other series.

SECTION 6. So long as any Bonds of 1975 Series shall be outstanding, property consisting of gas leases, gas mineral rights or interests therein, gas rights in oil and gas leases and in oil and gas mineral rights or interests therein or royalties from gas interests (but not including gas wells or wells producing both oil and gas, or any equipment, appliances or other property used for the development of such gas leases or gas rights, or in connection with the operation of such wells for the production of gas), shall not be made the basis for the authentication and delivery of Bonds, nor for the withdrawal of cash under the provisions of Section 31 of the Original Indenture.

SECTION 7. So long as any of the Bonds of 1975 Series shall be outstanding, the Company will not, on or after September 1, 1960, declare or pay any dividends (other than dividends payable in shares of its common stock) or make any other distribution on any shares of its common stock, or purchase any shares of its common stock (other than with the proceeds of additional common stock financing), if, as a result thereof, the cumulative aggregate amount of such dividends, distributions and purchases made subsequent to December 31, 1959, exceeds the aggregate, determined in accordance with accepted accounting practice, of (i) the sum of \$28,814,920 (which amount consists of the aggregate of the accumulated earned surplus of Gulf Coast and the accumulated earned surplus of the Company at December 31, 1959 less \$10,000,000), (ii) plus the amount of any credits or minus the amount of any charges against earned surplus (except charges with respect to transfers from earned surplus to capital) which may be made subsequent to December 31, 1959, and which apply to periods prior

to December 31, 1959, and (iii) plus the amount of the earned surplus (or minus the amount of any deficit) of the Company (computed before deducting any amount in respect of such dividends, distributions and purchases made subsequent to December 31, 1959, and without deducting any amount for any charges to earned surplus with respect to transfers from earned surplus to capital) accumulated subsequent to December 31, 1959 (including the earned surplus of Gulf Coast accumulated subsequent to December 31, 1959, and transferred to the Company in connection with the consummation of the Plan of Reorganization of the Company and Gulf Coast at or about the time of the execution of this Ninth Supplemental Indenture); *provided, however*, that for the purpose of any computation made under this Section while any Bonds of 1963 Series, Bonds of Second 1963 Series or Bonds of the 2 $\frac{7}{8}$ % Series due 1963 are outstanding, the amount of \$22,252,851 shall be substituted for the amount of \$28,814,920 in (i) above. The Company warrants that neither it nor Gulf Coast has since December 31, 1959 declared or paid any dividend or made any distribution or purchase which would violate the provisions of this Section.

SECTION 8. The Company covenants and agrees that, as long as any of the Bonds of 1975 Series shall remain outstanding,

(i) the aggregate principal amount of Bonds which may be issued by the Company and authenticated and delivered by the Trustee under the provisions of Section 25 of the Original Indenture, as amended, or

(ii) the aggregate amount of Deposited Cash which may be withdrawn from the Trustee by the Company pursuant to Section 31 of the Original Indenture, as amended, in lieu of the issuance of a principal amount of Bonds which the Company would otherwise be entitled to issue under said Section 25 of the Original Indenture, as amended,

on the basis of the assets and property of Gulf Coast in existence as of May 31, 1960 (exclusive of additions to and extensions of said assets and property thereafter made) acquired by the Company, shall not exceed \$90,750,000 in the aggregate including \$63,076,000 aggregate principal amount of Bonds of 1970 Series issued pursuant to the Eighth Supplemental Indenture and \$15,674,000 aggregate principal amount of Bonds of 1975 Series issued pursuant to this Ninth Supplemental Indenture; and that after it shall have issued Bonds or withdrawn Deposited Cash, or both, in the aggregate amount of \$90,750,000 on the basis of said assets and property of Gulf Coast, as long as the Bonds of 1975 Series shall remain outstanding, the Company will not withdraw from the Trustee any Trust Moneys or

procure the release of property from the lien of the Indenture on the basis of the said assets and property of Gulf Coast, except additions to or extensions of said assets and property made after May 31, 1960, and property acquired to repair, restore or replace any of said assets or property destroyed or damaged, with respect to which the Trust Moneys consist of proceeds of insurance, provided that in the event the Company shall not issue Bonds or withdraw Deposited Cash, or both, on the basis of the said assets and property of Gulf Coast in the aggregate principal amount of \$90,750,000, then the Company may withdraw from the Trustee Trust Moneys or procure the release of property from the lien of the Indenture on the basis of said assets and property of Gulf Coast in any amount which shall not exceed in the aggregate $166\frac{2}{3}\%$ of the difference between (a) the sum of the principal amount of the Bonds issued and the amount of Deposited Cash withdrawn by the Company in the aggregate and (b) \$90,750,000.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

SECTION 1. The provisions set forth in Article Five of the Supplemental Indenture dated as of November 1, 1958, which are to become effective in the future upon the happening of the contingencies set forth in said Article Five, are hereby ratified and confirmed, and are and shall be binding upon the holders of the Bonds of 1975 Series, *provided, however*, the said provisions contained in Sections 1, 2, 3 and 4 of said Article Five of said Supplemental Indenture dated as of November 1, 1958, may be eliminated from said Article Five either prior to or after the provisions of said Article may have become effective and in the event such sections are so eliminated the provisions of Sections 148, 149 and 151 of the Original Indenture, as amended, intended to be affected by said provisions, shall be retained or restored, as the case may be, without the affirmative approval, by vote, consent or otherwise, of the holders of any of the Bonds of 1975 Series.

SECTION 2. The Original Indenture, as amended and supplemented by all indentures supplemental thereto including the First Supplemental Indenture, the Supplemental Indenture dated as of December 1, 1950, the Supplemental Indenture dated as of November 1, 1958, the Supplemental Indenture dated as of April 1, 1959, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture and as further supplemented and amended by this Ninth Supplemental Indenture are hereby ratified and confirmed, and shall be read, taken and construed as one and the same instrument. Neither the execution of this Ninth 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 Indenture. All terms defined in the Original Indenture, as amended, shall, for all purposes of this Ninth Supplemental Indenture, have the meaning specified in the Original Indenture, as amended, unless the text otherwise requires.

SECTION 3. The Trustees accept the trusts created by this Ninth Supplemental Indenture upon the terms and conditions hereof, and agree to perform such trusts upon the terms and conditions in the Original Indenture, as amended, and as amended and supplemented in this Ninth Supplemental Indenture. The Trustees 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 Trustees be responsible for or in respect of the validity or sufficiency of this Ninth 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 heretofore amended, shall apply to this Ninth 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 Ninth Supplemental Indenture.

SECTION 4. This Ninth 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 5. 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 Ninth 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 Ninth 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, in token of its acceptance of the trusts created hereunder, has caused this Ninth Supplemental Indenture 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 the trusts created hereunder, has caused this Ninth 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, all as of the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA

(CORPORATE SEAL) 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:

H. R. OLSON

J. L. MARTIN

THE CHASE MANHATTAN BANK

(CORPORATE SEAL) 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:

H. R. OLSON

J. L. MARTIN

MERCANTILE TRUST COMPANY

(CORPORATE SEAL)

By R. N. ARTHUR
Vice President

Attest:

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 N. Beverley 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.

JANET PUFFER

(NOTARIAL SEAL)

Notary Public.

My Commission Expires February 2, 1963.

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 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.

MARY BARKYOUMB

Notary Public.

(NOTARIAL SEAL)

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 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.

FRANK NAVIGATO

(NOTARIAL SEAL)

Notary Public.

My Commission Expires April 27, 1961.

STATE OF ILLINOIS }
 COUNTY OF COOK } SS.:

The undersigned, G. P. Garver, President of NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation of the State of Delaware, being first duly sworn, deposes and says that NATURAL GAS PIPELINE COMPANY OF AMERICA, the corporation that executed the foregoing instrument, is one of the corporations referred to in Section 1 of an Act of the Legislature of the State of Texas, Acts of 1951, 52nd Legislature, page 320, Chapter 195, being a corporation owning and operating in the State of Texas a gas pipe line or lines for the transportation and sale of natural gas to other pipe line companies or to local distributing systems, or to municipalities, or to industrial consumers for their own use.

G. P. GARVER

Subscribed and sworn to before me
 this 28th day of September, 1960.

JANET PUFFER

Notary Public.

My Commission Expires February 2, 1963.

(NOTARIAL SEAL)