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NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 1

THE CHASE MANHATTAN BANK

41 pgs

AND

MERCANTILE TRUST COMPANY.
AS TRUSTEES

Tenth Supplemental Indenture

DATED AS OF OCTOBER 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, Oklahoma Statutes, 1951.)

This Tenth Supplemental Indenture, dated as of October 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," 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, thereafter the Company has made, executed and delivered other indentures supplemental to its said Original Indenture to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees, designated as the Seventh, Eighth and Ninth Supplemental Indentures, respectively, each of which was dated as of September 1, 1960 (said Original Indenture, said 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, the Eighth Supplemental Indenture and the Ninth Supplemental Indenture being hereinafter collectively called the "Original Indenture, as Amended," and such Original Indenture, as amended, as supplemented and amended by this Tenth Supplemental Indenture being hereinafter collectively called the "Indenture"); and

WHEREAS, there have heretofore been issued under the Indenture and there are outstanding on October 1, 1960, First Mortgage Pipeline and Collateral Trust Bonds and First Mortgage Pipeline Bonds of seven 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
First Mortgage Pipeline and Collateral Trust Bonds, 2 $\frac{7}{8}$ % Series due 1963	7,500,000	2,352,000
First Mortgage Pipeline Bonds, 3 $\frac{1}{4}$ % Series due 1970	63,076,000	63,076,000
First Mortgage Pipeline Bonds, 4 $\frac{1}{4}$ % Series due 1975	15,674,000	15,674,000
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, it is provided in the Original Indenture that Bonds of any series may from time to time be issued thereunder by the Company upon the deposit of cash with the Trustee, equal to the aggregate principal amount of the Bonds whose authentication and delivery is then applied for or in a principal amount equal to 60% of the amount of Net Bondable Additions as such term is defined in the Original Indenture, as amended; and

WHEREAS, the Company has duly determined to create an additional series of its Bonds, to be issued under the Original Indenture, as amended, and as supplemented by this Tenth Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 5% Series due 1980, due October 1, 1980 (hereinafter referred to as the "Bonds of the 1980 Series"), and to issue an aggregate of \$25,000,000 principal amount of said Bonds as provided in the Indenture; and

WHEREAS, the texts of the First Mortgage Pipeline Bonds, 5% Series due 1980, 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,
5% SERIES DUE 1980

Due October 1, 1980

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 October, 1980, 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 October 1, 1960, at the rate of 5% per annum, payable at said office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in like coin or currency semi-annually on April 1 and October 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such

interest is enforceable under applicable law) on any overdue installment of interest at the rate of six percent (6%) per annum. The interest accrued on the principal hereof prior to such principal becoming due and payable shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons hereto annexed as they severally mature.

This Bond is one of an authorized issue of Bonds of the Company issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise) under, and all equally and ratably secured by, an Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, executed by the Company to The Chase National Bank of the City of New York, as Trustee, as amended and supplemented by Supplemental Indentures dated, respectively, as of July 1, 1946, June 1, 1948, December 1, 1950, December 30, 1950, November 1, 1958, April 1, 1959, and the Seventh, Eighth and Ninth Supplemental Indentures, dated as of September 1, 1960, and the Tenth Supplemental Indenture, 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 October 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 said Indenture has been released from the lien of said Indenture pursuant to the terms thereof), the nature and extent of the security, the rights of the holders of said Bonds and the annexed coupons and of the Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued and secured. 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, 5% Series due 1980."

The Bonds of this series are subject to redemption at any time and from time to time prior to maturity, in whole or in part, upon at least thirty days' prior notice given as provided in the Indenture, at the election of the Company, all as more fully provided in the Tenth Supplemental Indenture dated as of October 1, 1960, at the redemption prices set forth below, provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to October 1, 1965, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5% per annum. Such several optional redemption prices (each expressed in percentages of principal amount) applicable during the 12 months' periods ending September 30 in the years indicated below, are as follows:

1961.....	105.00%	1971.....	102.37%
1962.....	104.74%	1972.....	102.11%
1963.....	104.47%	1973.....	101.84%
1964.....	104.21%	1974.....	101.58%
1965.....	103.95%	1975.....	101.32%
1966.....	103.68%	1976.....	101.05%
1967.....	103.42%	1977.....	100.79%
1968.....	103.16%	1978.....	100.53%
1969.....	102.89%	1979.....	100.26%
1970.....	102.63%	1980.....	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on October 1, 1962, and on October 1 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Tenth Supplemental Indenture dated as of October 1, 1960, at an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the redemption date.

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of this series may be redeemed at any time, as provided in the Tenth Supplemental Indenture dated as of October 1, 1960, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at the principal amount (without premium) and accrued interest thereon to the redemption date.

If this Bond shall be called for redemption as provided in 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 purposes 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 October 1, 1960.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By.....

Attest:

President

.....
Secretary

(Form of Interest Coupon)

\$25.00

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, Twenty-five Dollars (\$25.00), 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, 5% Series due 1980, No.

.....
Treasurer

(Form of Fully Registered Bond Without Coupons)

No.....

\$.....

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND,

5% SERIES DUE 1980

Due October 1, 1980

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 October, 1980, 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 5% per annum, payable at said office or agency of the Company in the City of Chicago, Illinois, or, at the option of the registered holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in like coin or currency semi-annually on April 1 and October 1 in each year until the principal hereof shall have become due and payable, and to pay interest on any overdue principal and (to the extent that payment of such interest is enforceable under applicable law) on any overdue installment of interest at the rate of six percent (6%) per annum.

This Bond is one of an authorized issue of Bonds of the Company issued and to be issued in series (which may vary as to date of maturity, interest rate, sinking fund and otherwise) under, and all equally and ratably secured by, an Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, executed by the Company to The Chase National Bank of the City of New York, as Trustee, as amended and supplemented by Supplemental Indentures dated, respectively, as of July 1, 1946, June 1, 1948, December 1, 1950, December 30, 1950, November 1, 1958, April 1, 1959, and the Seventh, Eighth and Ninth Supplemental Indentures dated as of September 1, 1960, and the Tenth Supplemental Indenture 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 October 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 Trustee and of the Company in respect of such security, and the terms and conditions upon which said Bonds are and are to be issued

and secured. 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, 5% Series due 1980."

The Bonds of this series are subject to redemption at any time and from time to time prior to maturity, in whole or in part, upon at least thirty days' prior notice given as provided in the Indenture, at the election of the Company, all as more fully provided in the Tenth Supplemental Indenture dated as of October 1, 1960, at the redemption prices set forth below, provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to October 1, 1965, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5% per annum. Such several optional redemption prices (each expressed in per-

centages of principal amount) applicable during the 12 months' periods ending September 30 in the years indicated below, are as follows:

1961.....	105.00%	1971.....	102.37%
1962.....	104.74%	1972.....	102.11%
1963.....	104.47%	1973.....	101.84%
1964.....	104.21%	1974.....	101.58%
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1968.....	103.16%	1978.....	100.53%
1969.....	102.89%	1979.....	100.26%
1970.....	102.63%	1980.....	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on October 1, 1962, and on October 1 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Tenth Supplemental Indenture dated as of October 1, 1960, at an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the redemption date.

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of this series may be redeemed at any time, as provided in the Tenth Supplemental Indenture dated as of October 1, 1960, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at the principal amount (without premium) and accrued interest thereon to the redemption date.

If this Bond or any portion thereof shall be called for redemption as provided in 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.....

Attest:

President

.....
Secretary

(Form of Trustee's Certificate of Authentication)

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

THE CHASE MANHATTAN BANK,
As Trustee,

By

Authorized Officer

and

WHEREAS, all acts and things necessary to make the Bonds of the 1980 Series, when authenticated by the Trustee and issued as in the Original Indenture, as amended, and in this Tenth 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 Tenth Supplemental Indenture has in all respects been duly authorized;

NOW, THEREFORE, THIS TENTH 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 THE 1980 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, 5% Series due 1980" (herein referred to as "Bonds of the 1980 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of the 1980 Series shall be limited to \$25,000,000 (exclusive of Bonds authenticated and delivered upon denominational or other exchanges and transfers pursuant to this Article One and to Article Two of the Original Indenture, as amended, and Bonds authenticated and delivered pursuant to Section 14 of the Original Indenture). The Bonds of the 1980 Series shall bear interest at the rate of 5% per annum and shall mature on the first day of October, 1980. All coupon Bonds of the 1980 Series shall be dated October 1, 1960, which date shall be the date from which interest shall be payable with respect to Bonds of the 1980 Series, and all Bonds of the 1980 Series shall bear interest at the rate above set forth from their respective dates until the principal thereof shall have become due and payable, such interest to be payable semi-annually on the first day of April and October in each year, the first interest payment date being April 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 the 1980 Series prior to such principal becoming due and payable shall be paid only upon presentation and surrender, and according to the tenor, of the interest coupons thereto annexed as they severally mature. The Bonds of the 1980 Series shall be coupon Bonds registerable as to principal, of the denomination of \$1,000, and regis-

tered Bonds without coupons of denominations of \$1,000, and any multiple of \$1,000, and of any other denominations authorized by a Resolution of the Board of Directors of the Company delivered to the Trustee, and of such respective amounts of each of said kinds and denominations as may be executed by the Company and delivered to the Trustee for authentication and delivery. Both the principal of and the interest on the Bonds of the 1980 Series shall be payable at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts. The Bonds of the 1980 Series shall be subject to redemption as provided in Article Two of this Tenth 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 Tenth Supplemental Indenture.

All of the Bonds of the 1980 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 Tenth Supplemental Indenture. The definitive Bonds of the 1980 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed Bonds of the 1980 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 the 1980 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of the 1980 Series in definitive form, include a reference to this Tenth 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 Tenth Supplemental Indenture, all definitive Bonds of the 1980 Series shall be fully interchangeable for other Bonds of the same series and maturity, and, upon surrender to the Trustee at its principal office (either directly, or through the office or agency to be maintained by the Company in the Borough of Manhattan, The City of New York, for the registration and transfer of said Bonds of the 1980 Series) shall be exchangeable for other Bonds of the same series and maturity, of a different kind and/or denomination or denominations, as requested by the holder surrendering the same. The Company will execute, and the Trustee shall authenticate and deliver, coupon Bonds and/or registered Bonds without coupons, whenever the same shall be required for any such exchange.

The Bonds of the 1980 Series may be registered and transferred as provided in the Original Indenture for the registration and transfer of Bonds of 1963 Series at an office or agency to be maintained by the Company in the City of Chicago, Illinois, or, at the option of the holder thereof, at an office or agency to be maintained by the Company in the Borough of Manhattan, The City of New York. The Company covenants and agrees that so long as any Bonds of the 1980 Series are outstanding, it will keep an office or agency in the City of Chicago, Illinois, and an office or agency in the City of New York, New York, for all purposes with respect to the Bonds of the 1980 Series which by the terms of the Original Indenture it covenants or agrees to have or maintain in such cities for the purposes of the Bonds of 1963 Series.

SECTION 2. Bonds of the 1980 Series for the aggregate principal amount of \$25,000,000 may forthwith, upon the execution and delivery of this Tenth Supplemental Indenture, or from time to time thereafter,

be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the Written Order or Orders of the Company and upon compliance with the provisions of Article Five or Article Six of the Original Indenture, as amended.

ARTICLE TWO

REDEMPTION OF BONDS OF THE 1980 SERIES

SECTION 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of the 1980 Series shall, in the manner provided in Article Twelve of the Original Indenture to the extent not inconsistent with the provisions hereof, be redeemable, in whole or in part, at any time and from time to time; provided, however, that the Bonds of this series may not be so redeemed at the option of the Company prior to October 1, 1965, directly or indirectly, from or in anticipation of monies borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5% per annum. The redemption prices, in the case of redemption of Bonds of the 1980 Series otherwise than for the Sinking Fund or upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property or upon acquisition by a public authority of control of the Company, shall be the following applicable percentages of the principal amounts thereof during the respective twelve months' periods ending September 30 in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

1961.....	105.00%	1971.....	102.37%
1962.....	104.74%	1972.....	102.11%
1963.....	104.47%	1973.....	101.84%
1964.....	104.21%	1974.....	101.58%
1965.....	103.95%	1975.....	101.32%
1966.....	103.68%	1976.....	101.05%
1967.....	103.42%	1977.....	100.79%
1968.....	103.16%	1978.....	100.53%
1969.....	102.89%	1979.....	100.26%
1970.....	102.63%	1980.....	100.00%

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

Bonds of the 1980 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 Tenth Supplemental Indenture.

SECTION 2. In case of redemption of Bonds of the 1980 Series, if the provisions of Clause (a) of the fourth paragraph of Section 117 of the Original Indenture shall not be applicable, the principal amount of Bonds of the 1980 Series to be redeemed shall be prorated among the holders of the Bonds in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of the 1980 Series outstanding on the date of selection, except that if coupon Bonds of the 1980 Series not registered as to principal shall be outstanding, then the holders of such coupon Bonds shall be entitled to share in the redemption moneys in the proportion that the total amount of such coupon Bonds bears to the aggregate principal amount of all Bonds of the 1980 Series outstanding at the time of selection. The particular coupon Bonds of the 1980 Series not registered as to principal to be so redeemed shall be determined by lot. The portion of any registered Bonds of the 1980 Series to be redeemed shall be in the principal amount of \$1,000, or a multiple thereof, and such allocations as may be requisite for this purpose shall be made by the Trustee in its uncontrolled discretion. The Trustee shall promptly notify the Company in writing of the distinctive numbers of the Bonds so selected for redemption.

SECTION 3. The provisions of Sections 117 (except as set forth in Section 2 above) and 118 of the Original Indenture shall be applicable to the Bonds of the 1980 Series.

ARTICLE THREE

SINKING FUND FOR BONDS OF THE 1980 SERIES

SECTION 1. (a) For the purpose of this Article, the first day of October, 1962, and the first day of October in each year thereafter, to and including October 1, 1979 are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

(b) The Company covenants and agrees that it will, not later than October 1, 1962, create and, so long as any of the Bonds of the 1980 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of the 1980 Series, and that, subject to the provisions in this Article Three contained, it will pay to the Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1980 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at the Sinking Fund Redemption Price hereinafter defined, the following principal amounts of Bonds of the 1980 Series: On October 1, 1962, and on October 1 in each year thereafter to and including October 1, 1970, \$800,000; on October 1, 1971, and on October 1 in each year thereafter to and including October 1, 1979, \$1,780,000.

(c) The Company may, at its option, pay to the Trustee on or before each Sinking Fund Payment Date cash sufficient to retire, at the applicable Sinking Fund Redemption Price, an additional principal amount of Bonds of the 1980 Series not exceeding 50% of the principal amount of such Bonds required to be retired on such Sinking Fund Payment Date pursuant to Subdivision (b) above.

Whenever and as often as the Company shall have exercised its option and shall have redeemed any Bonds of the 1980 Series pursuant to this Subdivision (c), the amount of the Sinking Fund payments

thereafter due shall be revised so that the principal amount of Bonds thereafter required to be retired through the Sinking Fund shall be reduced by the principal amount of Bonds so redeemed by the Company pursuant to said Subdivision (c), such reduction to be spread equally (to the nearest multiple of \$1,000) over the Sinking Fund payments due on succeeding Sinking Fund Payment Dates.

(d) The Company covenants that, so long as any of the Bonds of the 1980 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 1964, a Certificate of Available Gas Supply stating that, in the opinion of the signer or signers of such Certificate, the date of exhaustion of the Company's available gas supply will be a date not earlier than October 1, 1982 or will be a specified date earlier than October 1, 1982. The Certificate of Available Gas Supply shall be a Certificate of an Engineer or firm of Engineers, except that the Certificate of Available Gas Supply required to be filed in the years 1964, 1967, 1970, 1973 and 1976 shall be a Certificate of an Independent Engineer, and any other such Certificate may be a Certificate of an Independent Engineer, if the Company so determines.

The term "date of exhaustion of available gas supply" as used herein, shall mean the date on which, in the opinion of the signers of any such Certificate, the Company's available gas supply, determined as at a prior date not earlier than the next preceding January 1, would be exhausted on the assumption that the volume of gas in such available gas supply were withdrawn after the date of determination thereof as specified in such Certificate at an annual rate equal to the volume of the Company's sales and use of gas (including gas unaccounted for) during the calendar year preceding the filing of such Certificate. If the date of exhaustion of available gas supply shown in any such Certificate is earlier than October 1, 1982, the Certificate shall also state (i) the total volume of the Company's available gas supply as at the date of determination thereof specified in such Certificate, and (ii) the volume of the Company's sales and use of gas (including gas unaccounted for) during the preceding calendar year.

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

In the event that any Certificate of Available Gas Supply so filed shall show that the date of exhaustion of available gas supply is a date earlier than October 1, 1982, the aggregate of the Sinking Fund payments (set forth in Subdivision (b) of this Section, as the same may have been reduced pursuant to Subdivision (c) of this Section) due on the next succeeding Sinking Fund Payment Date and each Sinking Fund Payment Date thereafter up to and including the Sinking Fund Payment Date immediately preceding a date two years prior to said date of exhaustion of available gas supply shall be increased by an amount equal to the aggregate of the Sinking Fund payments due on and after said date two years prior to said date of exhaustion of available gas supply, each such Sinking Fund payment coming due between the date of such Certificate and said date two years prior to said date of exhaustion of available gas supply being increased proportionately (according to the ratio which such Sinking Fund payment bears to the aggregate of all Sinking Fund payments to be so increased), as nearly as may be, so that each increased payment shall be a multiple of \$1,000, and the Sinking Fund payments due on and after said date two years prior to said date of exhaustion

of available gas supply shall be eliminated and the schedule of Sinking Fund payments thus revised shall constitute the effective schedule of Sinking Fund payments for Bonds of the 1980 Series until further revised as hereinafter in this Article Three provided.

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

If any subsequent Certificate of Available Gas Supply signed by an Independent Engineer shall show a date of exhaustion of available gas supply later than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the Sinking Fund payments due after the filing of such Certificate shall again be revised by beginning with the original schedule of Sinking Fund payments set forth in Subdivision (b) of this Section (as the same may have been reduced pursuant to Subdivision (c) of this Section) and revising such schedule in the manner provided in the second preceding paragraph as though such revision were the first revision being made under this Subdivision (d) of this Section, except that if the date of exhaustion of available gas supply shown in such subsequent Certificate is later than October 1, 1982, the original schedule of Sinking Fund payments set forth in Subdivision (b) of this Section (as the same may have been reduced pursuant to Subdivision (c) of this Section) shall be restored; in any such case, if the aggregate amount of Bonds of the 1980 Series theretofore retired for or through the Sinking Fund shall exceed the difference between \$25,000,000 and the principal amount of remaining Sinking Fund payments, such excess shall be credited on the obligation of the

Company to make payment of the next succeeding Sinking Fund payment or payments.

(e) For the purpose of any revision in the amount of the Sinking Fund payments pursuant to this Section, October 1, 1980, shall be deemed to be a Sinking Fund Payment Date and a Sinking Fund payment of \$1,780,000 shall be deemed to be due on that date.

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

The Company may satisfy all or any part of any one or more than one of the Sinking Fund payments, but not additional payments made pursuant to Subdivision (c) of this Section, by surrendering to the Trustee, on any Sinking Fund Payment Date, Bonds of the 1980 Series then outstanding accompanied by all coupons (if any) appertaining thereto maturing on or after the Sinking Fund Payment Date; and the Company may utilize for such purpose Bonds of the 1980 Series which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof (except Bonds of such series acquired by redemption).

All cash paid by the Company to the Trustee or transferred into the Sinking Fund pursuant to the provisions of this Article Three (hereinafter referred to as "Sinking Fund Cash") shall forthwith become Bonded Cash and shall be applied to the retirement of Bonds of the 1980 Series, as provided in Subdivision (h) of this Section.

On any Sinking Fund Payment Date, no more Bonds of the 1980 Series may be retired by call for redemption at the Sinking Fund Redemption Price specified in Subdivision (f) of this Section, than the principal amount of Bonds of the 1980 Series at the time required to be retired by the provisions of this Section plus such additional principal amount of Bonds of the 1980 Series as the Company is permitted, at its option, to redeem by the provisions of Subdivision (c) of this Section less the aggregate of the principal amount of

Bonds of the 1980 Series surrendered to the Trustee on such Sinking Fund Payment Date by the Company in satisfaction of its Sinking Fund obligations as aforesaid.

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

(g) Sixty (60) days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the Trustee stating (1) the aggregate of the principal amount of Bonds of the 1980 Series which the Company is required to retire on such Sinking Fund Payment Date and the additional principal amount of the Bonds of the 1980 Series which the Company, at its option, desires to redeem on such Sinking Fund Payment Date in accordance with its rights under Subdivision (c) of this Section, and (2) the aggregate principal amount and the serial numbers of Bonds of the 1980 Series the Company intends to surrender on such Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Section. Such statement is in this Section referred to as "the statement," and the balance resulting from deducting the principal amount of Bonds stated in Clause (2) of this Subdivision (g) from the aggregate principal amount stated in Clause (1) of this Subdivision (g) is hereinafter in this Section referred to as the "amount" set forth in the statement. Such statement shall also state the principal amount of registered Bonds of the 1980 Series outstanding, the names of the registered owners of such Bonds, the principal amount of such Bonds owned by each such registered owner, and the total principal amount of unregistered coupon Bonds outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of the 1980 Series, at the applicable Sinking Fund Redemption Price, in a principal amount equal to the amount set forth in the statement.

(i) If, on the date (hereinafter referred to as the "60 day determination date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, all Bonds of the 1980 Series are registered Bonds, the Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of the 1980 Series pro rata among the registered owners of such Bonds in the ratio which the principal amount of such Bonds held by each registered owner on the 60 day determination date, bears to the total principal amount of Bonds of the 1980 Series outstanding on the 60 day determination date; provided, however, that the portion of the principal amount of each registered Bond to be redeemed shall be \$1,000 or a multiple thereof. The Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of the 1980 Series to be then redeemed and the numbers of the coupon Bonds reserved therefor. The Trustee shall promptly advise the Company as to the allocation so made by it. In such case, 30 days' notice of such redemption shall be given by the Company to all registered owners of the Bonds of the 1980 Series and such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of the 1980 Series at their addresses as the same shall appear on the Bond Register of the Company. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the place of redemption (which shall be the principal office of the Trustee in the Borough of Manhattan, The City of New York), the Sinking Fund Redemption Price and the numbers and principal amount of Bonds of the 1980 Series of each registered owner to be then redeemed and that on the date fixed for redemption interest on such Bonds shall cease.

In case any registered Bond without coupons shall be redeemed in part only, said notice shall specify the principal amount thereof to be redeemed, shall specify the distinctive number or numbers of the coupon Bonds reserved in respect of that portion of the registered Bond being redeemed and shall state that, upon the presentation of such registered Bond for partial redemption, a new Bond or Bonds of the same

series of an aggregate principal amount equal to the unredeemed portion of such registered Bond will be issued in lieu thereof; and in such case the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the registered owner of any such registered Bond, at the expense of the Company, a Bond or Bonds of the same Series, in either coupon or registered form as the registered owner shall elect (but only in authorized denominations), for the principal amount of the unredeemed portion of such registered Bond or, at the option of the registered owner of such registered Bond, the Trustee shall, upon presentation thereof for the purpose, make a notation thereon of the payment of the portion thereof so called for partial redemption and of the distinctive number or numbers of the coupon Bonds reserved in respect of such portion, and the Trustee shall cancel the reservation of such number or numbers.

(j) In the event that on the 60 day determination date there are any Bonds of the 1980 Series which are unregistered coupon Bonds, the Trustee shall apply to the redemption of such outstanding unregistered coupon Bonds a portion of the Sinking Fund Cash, so far as the Trustee shall in its uncontrolled discretion determine is practical, bearing the same ratio to the total amount of Sinking Fund Cash as the principal amount of such unregistered coupon Bonds outstanding on such date bears to the total principal amount of Bonds of the 1980 Series outstanding on such date; and the Trustee shall apply the balance of such Sinking Fund Cash to the redemption of registered Bonds in the manner provided in Subdivision (i) of this Section. The Trustee shall promptly notify the Company of any determination made by it pursuant to this Subdivision.

(k) Within 10 days after the 60 day determination date, unregistered coupon Bonds of the 1980 Series equal in aggregate principal amount to the aggregate principal amount of such unregistered coupon Bonds to be redeemed pursuant to the provisions of Subdivision (j) of this Section, shall be drawn by the Trustee by lot in any manner deemed by the Trustee to be fair and proper, and it shall forthwith give the Company notice to that effect specifying the numbers of Bonds of the 1980 Series so drawn.

The Company, upon receipt of such notice from the Trustee, shall give notice of intention to redeem such unregistered coupon Bonds of the 1980 Series by publication in at least one daily newspaper of general circulation, regularly published in the English language in the Borough of Manhattan, The City of New York, once a week for four (4) successive calendar weeks, in each case upon any day of the week and in any such newspaper, but the publication in the first calendar week shall be made not less than thirty (30) and not more than forty-five (45) days prior to the next succeeding Sinking Fund Payment Date. Such notice shall state the date of redemption (which shall be the next succeeding Sinking Fund Payment Date), the places of redemption (which shall be the places where interest is payable), the Sinking Fund Redemption Price and the numbers of the unregistered coupon Bonds to be redeemed, and that on the date fixed for redemption interest on such Bonds shall cease.

Proof in form satisfactory to the Trustee, of the publication of such notice as hereinabove provided, shall be furnished to the Trustee by the Company on or before such Sinking Fund Payment Date. Neither the failure to publish notice of the intention of the Company to redeem unregistered coupon Bonds of the 1980 Series as provided in this Subdivision (k) of this Section, nor any imperfection or defect in such notice, shall affect the validity of the proceedings for redemption of the registered Bonds of the 1980 Series then being redeemed nor excuse the Company from redeeming or paying for such unregistered coupon Bonds.

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

(m) All Bonds of the 1980 Series redeemed or retired under the provisions of this Article and the pertinent coupons (if any) shall forthwith be canceled and the Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds so canceled to or upon the order of the Company.

Bonds of the 1980 Series so redeemed or retired shall not thereafter, so long as any of the Bonds of the 1980 Series are outstanding, be made the basis for the issue of Bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Original Indenture or this Tenth Supplemental Indenture except as provided in this Section.

(n) Notice of redemption having been given in the manner hereinabove provided, the Bonds of the 1980 Series (or the specified portion of registered Bonds without coupons) so to be redeemed shall, on the Sinking Fund Payment Date designated in such notice, become due and payable at the Sinking Fund Redemption Price; and from and after such Sinking Fund Payment Date so designated, interest on the Bonds so called for redemption (or in the case of a partial redemption of a registered Bond without coupons, on the portion thereof to be redeemed) shall cease to accrue, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. All interest coupons, if any, appurtenant to the Bonds so called for redemption, maturing subsequent to the date so designated for redemption, shall be null and void, unless default shall be made by the Company in the payment of the Sinking Fund Redemption Price. In the case of a coupon Bond, the interest due on the date of redemption and the interest which shall have become due prior to the redemption date shall continue to be payable (but without interest thereon, unless the Company shall make default in the payment thereof upon demand) to the respective bearers of the coupons therefor, upon the presentation and surrender thereof.

ARTICLE FOUR

OTHER COVENANTS

SECTION 1. The Company covenants that so long as any of the Bonds of the 1980 Series shall remain outstanding, such of the provisions, restrictions and limitations of the Original Indenture, other than the provisions of Section 83 thereof, as are expressly stated to be effective so long as any of the Bonds of 1963 Series are outstanding shall also

be effective so long as any of the Bonds of the 1980 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, and 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 and in Subdivision (m) of Section 1 of Article Three of the Ninth Supplemental Indenture, respectively, expressly stated to be effective so long as any of the Bonds of 1970 Series or Bonds of 1975 Series, respectively, are outstanding shall be effective so long as any of the Bonds of the 1980 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, or any of the Bonds of 1975 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, Section 2 of Article Four of the Eighth Supplemental Indenture, and Section 2 of Article Four of the Ninth Sup-

plemental 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 the 1980 Series at the time outstanding.”

SECTION 3. So long as any Bonds of the 1980 Series shall be outstanding, the Company will not enter into or change or modify or terminate any contract with an Affiliate of the Company for the purchase of gas, which is pledged or required to be pledged under the Original Indenture, unless the Trustee shall consent thereto and the Trustee shall give such consent only upon receipt by and deposit with it of the following:

- (a) Resolution of the Board requesting such consent; and
- (b) A Certificate of the Company describing the contract in question and the nature of any proposed change or modification; and
- (c) A Certificate of the Company stating that the proposed contract change, modification or termination has been required by an order of a Federal, State, or other governmental regulatory body having jurisdiction in the premises or that such contract to be entered into has been approved by such order, together with a copy of the order or other instrument requiring such contract change, modification or termination or approving such contract to be entered into and an Opinion of Counsel stating that such order is a valid order of the regulatory body issuing it and that the proposed contract, change, modification or termination complies with and does not exceed the requirements of such order; or
- (d) A writing or writings signed by the holders of a majority in principal amount of the Bonds of the 1980 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of the 1980 Series then outstanding shall not be held by less than five (5) holders who are either registered owners or who have filed with the Trustee a Certificate with respect to the Bonds held by them of the character permitted by Section 147 of the Original Indenture, the Trustee shall give the consent provided for in this Section without requiring compliance with either paragraph (c) or (d) of this Section if the Company shall file with the Trustee an additional Certificate of

the Company and a Certificate signed by an Independent Engineer appointed by the President or a Vice President of the Company and approved by the Trustee in the exercise of reasonable care, both stating that the proposed contract, change, modification or termination or any contract proposed to be entered into, in the opinion of the signers, is desirable and advantageous and for the best interests of the Company in the conduct of its business, does not impair the value and efficiency generally of its properties, is desirable in the interests of the Bondholders and will not impair the security of the Bonds.

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

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

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

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

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

SECTION 1. The 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 the 1980 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 said provisions are so eliminated the provisions of Sections 148, 149 and 151 of the Original Indenture, as amended, intended to be affected thereby shall be retained or restored, as the case may be, all without the affirmative approval, by vote, consent or otherwise, of the holders of any of the Bonds of the 1980 Series.

SECTION 2. The Original Indenture, as amended and supplemented by all indentures supplemental thereto, including the First Supple-

parts, 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 Tenth 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 Tenth 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 Tenth 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 Tenth 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:

J. A. LAING

Secretary

Signed, sealed and delivered by NATURAL
GAS PIPELINE COMPANY OF AMERICA 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 18th day of October, 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 J. A. Laing, Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, and as the persons who subscribed the name and affixed the seal of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, one of the makers thereof, to the foregoing instrument as its President and Secretary and they, 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 J. A. Laing, being each duly sworn by me, severally deposed and said: That they reside at 2274 Birchwood Lane, Northfield, Illinois, and 2211 East 68th Street, Chicago, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively President and 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 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
Notary Public.

My Commission Expires February 2, 1963.

(NOTARIAL SEAL)

STATE OF ILLINOIS }
 COUNTY OF COOK } SS.:

BE IT REMEMBERED, and I do hereby certify that on this 18th day of October, 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 Chas. T. Tooley, 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 Chas. T. Tooley, being each duly sworn by me, severally deposed and said: That they reside at 14 Carswold Drive, Clayton, Missouri, and 1205 St. Joan Drive, Florissant, 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
Notary Public.

My Commission Expires April 27, 1961.

(NOTARIAL SEAL)