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FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD L52 PAGE 1

NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

THE CHASE MANHATTAN BANK

AND

MERCANTILE TRUST COMPANY,
AS TRUSTEES

14 nov.
1962 2:05 P.M.
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Thirteenth Supplemental Indenture

DATED AS OF SEPTEMBER 1, 1962

(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.)

LINCOLN PRINTING COMPANY, CHICAGO—WABASH 2-4000

This Thirteenth Supplemental Indenture, dated as of September 1, 1962, 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, the

Tenth Supplemental Indenture, dated as of October 1, 1960, the Eleventh Supplemental Indenture, dated as of January 1, 1962, and the Twelfth Supplemental Indenture, dated as of September 1, 1962 (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, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture and the Twelfth Supplemental Indenture being hereinafter collectively called the "Original Indenture, as Amended," and such Original Indenture, as Amended, as supplemented and amended by this Thirteenth Supplemental Indenture being hereinafter collectively called the "Indenture"); and

WHEREAS, there have heretofore been issued under the Original Indenture, as Amended, and there were outstanding at the close of business on November 1, 1962, First Mortgage Pipeline and Collateral Trust Bonds and First Mortgage Pipeline Bonds of nine several series in the following respective principal amounts:

Series	Amount Issued	Outstanding
First Mortgage Pipeline and Collateral Trust Bonds, 2.6% Series due 1963	$25,000,000	$ 1,020,000
First Mortgage Pipeline and Collateral Trust Bonds, Second 2.6% Series due 1963	10,500,000	442,000
First Mortgage Pipeline and Collateral Trust Bonds, 2⅞% Series due 1963	7,500,000	372,000
First Mortgage Pipeline Bonds, 3¼% Series due 1970	63,076,000	52,033,000
First Mortgage Pipeline Bonds, 4¼% Series due 1975	15,674,000	13,294,000
First Mortgage Pipeline Bonds, 4⅝% Series due 1978	30,000,000	28,500,000

Series	Amount Issued	Outstanding
First Mortgage Pipeline Bonds, 4⅝% Series due 1979	20,000,000	17,900,000
First Mortgage Pipeline Bonds, 5% Series due 1980	25,000,000	24,200,000
First Mortgage Pipeline Bonds, 4⅝% Series due 1982	30,000,000	30,000,000

and

WHEREAS, the Company has since November 1, 1962, issued under the Original Indenture, as Amended, $5,406,000 aggregate principal amount of its First Mortgage Pipeline Bonds, 4¼% Series A due 1975; 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 Thirteenth Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 5¼% Series due 1980 (hereinafter called the "5¼% Bonds of 1980 Series"), and to issue an aggregate of $5,400,000 principal amount of said Bonds as provided in the Indenture; and

WHEREAS, Natural Gas Storage Company of Illinois, an Illinois corporation (hereinafter sometimes called "Storage"), pursuant to the provisions of The Business Corporation Act of the State of Illinois and the General Corporation Law of the State of Delaware, has been duly merged into the Company and by virtue thereof the Company has acquired all the assets and properties of Storage; and

WHEREAS, the execution and delivery by the Company and the Trustees of a supplemental indenture for the purposes of this Thirteenth

Supplemental Indenture is authorized by the provisions of Section 163 of the Original Indenture; and

WHEREAS, the texts of the First Mortgage Pipeline Bonds, 5¼% 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. M $1,000

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND

5¼% SERIES DUE 1980

Due December 15, 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 fifteenth day of December, 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 December 15, 1962, at the rate of 5¼% 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 June 15, 1963, December 15, 1963 and on June 15 and December 15 in each year thereafter 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, dated as of September 1, 1960, the Tenth Supplemental Indenture, dated as of October 1, 1960, the Eleventh Supplemental Indenture, dated as of January 1, 1962, the Twelfth Supplemental Indenture, dated as of September 1, 1962, and the Thirteenth Supplemental Indenture, dated as of September 1, 1962, executed by the Company to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees, hereinafter collectively referred to as the "Trustees" (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 66⅔% 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, 5¼% 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 Thirteenth Supplemental Indenture dated as of September 1, 1962, 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 December 15, 1970, directly or indirectly, from or in anticipation of moneys borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5¼% per annum. Such several optional redemption prices (each expressed in percentages of principal amount) applicable during the 12 months' periods ending December 14 in the years indicated below, are as follows:

1962	104.97%	1971	102.49%
1963	104.70%	1972	102.21%
1964	104.42%	1973	101.93%
1965	104.14%	1974	101.66%
1966	103.87%	1975	101.38%
1967	103.59%	1976	101.11%
1968	103.32%	1977	100.83%
1969	103.04%	1978	100.55%
1970	102.76%	1979	100.28%
		1980	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on December 15, 1963, and on December 15 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Thirteenth Supplemental Indenture dated as of September 1, 1962, 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 Thirteenth Supplemental Indenture dated as of September 1, 1962, 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 September 1, 1962.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By____________________
Vice President

Attest:

____
Secretary

(Form of Interest Coupon)

$______

On the 15th 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, ____________ (______), 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 ___ months' interest then due on its First Mortgage Pipeline Bond, 5¼% Series due 1980, No.__________.

____
Treasurer

(Form of Fully Registered Bond Without Coupons)

No. R $

NATURAL GAS PIPELINE COMPANY OF AMERICA

FIRST MORTGAGE PIPELINE BOND

5¼% SERIES DUE 1980

Due December 15, 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 fifteenth day of December, 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 5¼% 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 June 15, 1963 and December 15, 1963 and on June 15 and December 15 in each year thereafter 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, dated as of September 1, 1960, the Tenth Supplemental Indenture, dated as of October 1, 1960, the Eleventh Supplemental Indenture, dated as of January 1, 1962, the Twelfth Supplemental Indenture, dated as of September 1, 1962 and the Thirteenth Supplemental Indenture, dated as of September 1, 1962, executed by the Company to The Chase Manhattan Bank and Mercantile Trust Company, as Trustees, hereinafter collectively referred to as the "Trustees" (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, $5\frac{1}{4}$% 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 Thirteenth Supplemental Indenture dated as of September 1, 1962, 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 December 15, 1970, directly or indirectly, from or in anticipation of moneys borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5¼% per annum. Such several optional redemption prices (each expressed in percentages of principal amount) applicable during the 12 months' periods ending December 14 in the years indicated below, are as follows:

1962	104.97%	1971	102.49%
1963	104.70%	1972	102.21%
1964	104.42%	1973	101.93%
1965	104.14%	1974	101.66%
1966	103.87%	1975	101.38%
1967	103.59%	1976	101.11%
1968	103.32%	1977	100.83%
1969	103.04%	1978	100.55%
1970	102.76%	1979	100.28%
		1980	100.00%

The Bonds of this series are also subject to redemption, and may be redeemed on December 15, 1963, and on December 15 in each year thereafter, through the operation of the sinking fund, the terms and provisions of which are set forth in the Thirteenth Supplemental Indenture dated as of September 1, 1962, 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 Thirteenth Supplemental Indenture dated as of September 1, 1962, 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..

Vice 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 5¼% Bonds of 1980 Series, when authenticated by the Trustee and issued as in the Original Indenture, as Amended, and in this Thirteenth 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 Thirteenth Supplemental Indenture has in all respects been duly authorized;

Now, Therefore, This Thirteenth 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 5¼% Bonds of 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, 5¼% Series due 1980" (herein referred to as "5¼% Bonds of 1980 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of 5¼% Bonds of 1980 Series shall be limited to $5,400,000 (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 5¼% Bonds of 1980 Series shall bear interest at the rate of 5¼% per annum and shall mature on the fifteenth day of December, 1980. All coupon 5¼% Bonds of 1980 Series shall be dated September 1, 1962 and all registered 5¼% Bonds of 1980 Series without coupons shall be dated as provided in Section 7 of the Original Indenture, as amended. All coupon 5¼% Bonds of 1980 Series shall bear interest at the rate above set forth from December 15, 1962, and all registered 5¼% Bonds of 1980 Series without coupons shall bear interest at the rate above set forth from the date thereof, in each case until the principal thereof shall have become due and payable, such interest to be payable semi-annually on the fifteenth day of June and December in each year, the first interest payment date being June 15, 1963. All registered 5¼% Bonds of 1980 Series without coupons issued upon the original issue of the Bonds of said Series shall be dated as of, and shall bear interest from, December 15, 1962. 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 5¼% Bonds of 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 $5\frac{1}{4}\%$ Bonds of 1980 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 $5\frac{1}{4}\%$ Bonds of 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 $5\frac{1}{4}\%$ Bonds of 1980 Series shall be subject to redemption as provided in Article Two of this Thirteenth Supplemental Indenture and Sections 58 and 60 of the Original Indenture, as amended, and are entitled to the benefits of and are subject to redemption through the Sinking Fund described in Article Three of this Thirteenth Supplemental Indenture.

All of the $5\frac{1}{4}\%$ Bonds of 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 Thirteenth Supplemental Indenture. The definitive $5\frac{1}{4}\%$ Bonds of 1980 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed 5¼% Bonds of 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 5¼% Bonds of 1980 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the 5¼% Bonds of 1980 Series in definitive form, include a reference to this Thirteenth 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 (h) of Section 1 of Article Three of this Thirteenth Supplemental Indenture, all definitive 5¼% Bonds of 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 5¼% Bonds of 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. Upon any request by the registered holder of 5¼% Bonds of 1980 Series in definitive registered form, without coupons, for the exchange of said Bonds for Bonds of said series in definitive coupon form, the Company shall have a reasonable time in which to have prepared, executed and authenticated and to deliver to such registered holder Bonds of said series in definitive coupon form.

The 5¼% Bonds of 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 5¼% Bonds of 1980 Series are outstanding, it will keep an office or agency in the City of Chicago, Illinois, and an office or agency in the Borough of Manhattan, the City of New York, for all purposes with respect to the 5¼% Bonds of 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. 5¼% Bonds of 1980 Series in the aggregate principal amount of $5,400,000 may forthwith, upon the execution and delivery of this Thirteenth 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.

Section 3. Notwithstanding the provisions of Section 117 of the Original Indenture and Subdivision (h) of Section 1 of Article Three of this Thirteenth Supplemental Indenture, in the event of the payment of a portion (other than the payment of the entire unpaid principal amount thereof) of any registered 5¼% Bond of 1980 Series without coupons issued under the Indenture and registered in the name of the initial bondholder in whose name such Bond was first registered (including Bonds registered in the name or names of nominees of the initial bondholders), such payment may be made directly to such bondholder without presentation or surrender of such Bond if there shall have been filed with the Trustee an agreement between the Company and such bondholder or the person for whom such bondholder is a nominee that payment shall be so made and that such bondholder will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof it shall surrender the same to the Trustee for notation thereon of the portion of the principal amount thereof so partially paid or in exchange for a new Bond or Bonds for the unpaid balance of the principal amount thereof. The Trustee is authorized to consent to any such agreement, and the Trustee shall not be liable to any such holder or to the Company or to any other holder for any act or omission to act on the part of the Company or any such holder in connection with any such agreement. The Company will indemnify and save the Trustee harmless against any liability which it may incur as a result of the making by it of payments on any such Bond or any part thereof in accordance with the provisions of any such agreement.

ARTICLE TWO

Redemption of 5¼% Bonds of 1980 Series

Section 1. Subject to Sections 60 and 115 of the Original Indenture, 5¼% Bonds of 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 5¼% Bonds of 1980 Series may not be so redeemed at the option of the Company prior to December 15, 1970, directly or indirectly, from or in anticipation of moneys borrowed by or for the account of the Company at an interest cost (calculated in accordance with generally accepted financial practice) of less than 5¼% per annum. The redemption prices, in the case of redemption of 5¼% Bonds of 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 December 14 in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

1962	104.97%	1971	102.49%
1963	104.70%	1972	102.21%
1964	104.42%	1973	101.93%
1965	104.14%	1974	101.66%
1966	103.87%	1975	101.38%
1967	103.59%	1976	101.11%
1968	103.32%	1977	100.83%
1969	103.04%	1978	100.55%
1970	102.76%	1979	100.28%
		1980	100.00%

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding 5¼% Bonds of 1980 Series may be redeemed at any time, as provided in the Original Indenture and in this Thirteenth 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.

5¼% Bonds of 1980 Series shall also be redeemable through the operation of a Sinking Fund created therefor at the Sinking Fund Redemption Price as hereinafter defined in Subdivision (e) of Section 1 of Article Three of this Thirteenth Supplemental Indenture.

Section 2. In case of redemption of 5¼% Bonds of 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 5¼% Bonds of 1980 Series to be redeemed shall be prorated among the holders of the 5¼% Bonds of 1980 Series in the proportion that their respective holdings bear to the aggregate principal amount of 5¼% Bonds of 1980 Series outstanding on the date of selection, except that if coupon 5¼% Bonds of 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 5¼% Bonds of 1980 Series outstanding at the time of selection. The particular coupon 5¼% Bonds of 1980 Series not registered as to principal to be so redeemed shall be determined by lot. The portion of any registered 5¼% Bonds of 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 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 5¼% Bonds of 1980 Series.

ARTICLE THREE

SINKING FUND FOR 5¼% BONDS OF 1980 SERIES

SECTION 1. (a) For the purpose of this Article, the fifteenth day of December, 1963, and the fifteenth day of December of each year thereafter, to and including December 15, 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 December 15, 1963, create and, so long as any of the 5¼% Bonds of 1980 Series are outstanding, maintain a Sinking Fund as and for the retirement of the 5¼% Bonds of 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 5¼% Bonds of 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, $300,000 principal amount of 5¼% Bonds of 1980 Series.

(c) The Company covenants that, so long as any of the 5¼% Bonds of 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 December 15, 1982 or will be a specified date earlier than December 15, 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, 1976 and 1979 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 December 15, 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 filea shall show that the date of exhaustion of available gas supply is a date earlier than December 15, 1982, the aggregate of Sinking Fund payments set forth in Subdivision (b) of this Section becoming due on all Sinking Fund Payment Dates following the filing of such Certificate 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 all of the Sinking Fund payments due on and after said date two years prior to said date of exhaustion of available gas supply; such increase to be spread in equal installments, as nearly as may be, in multiples of $1,000, among all such Sinking Fund payments coming due between the date of such Certificate and said date two years prior to said date of exhaustion of available gas supply; 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 5¼% Bonds of 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 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 (c) of this Section, except that if the date of exhaustion of available gas supply shown in such subsequent Certificate is later than December 15, 1982, the original schedule of Sinking Fund payments set forth in Subdivision (b) of this Section shall be restored; in any such case, if the aggregate amount of 5¼% Bonds of 1980 Series theretofore retired for or through the Sinking Fund shall exceed the difference between $5,400,000 and the aggregate principal amount of remaining Sinking Fund payments required pursuant to the original schedule of Sinking Fund payments as so restored, such excess shall be credited on the obligation of the Company to make payment of the succeeding Sinking Fund payment or payments in the order thereof until such excess shall have been exhausted.

Notwithstanding any of the provisions of this Subdivision (c), so long as any Bonds of 1970 Series (issued pursuant to the Eighth Supplemental Indenture) or any Bonds of 1975 Series (issued pursuant to the Ninth Supplemental Indenture) are outstanding, the amount of 5¼% Bonds of 1980 Series scheduled to be retired on any Sinking Fund Payment Date under any revision of the schedule of Sinking Fund payments made pursuant to this Subdivision (c) shall be adjusted so that the amount of 5¼% Bonds of 1980 Series to be retired on such Sinking Fund Payment Date shall not be greater than the lesser of (i) the amount of such Bonds permitted to be retired in accordance with the provisions of Section 5 of Article Four of the Eighth Supplemental Indenture and (ii) the amount of such Bonds permitted to be retired in accordance with the provisions of Section 5 of Article Four of the Ninth Supplemental Indenture.

(d) For the purpose of any revision in the amount of the Sinking Fund payments pursuant to this Section, December 15, 1980, shall be deemed to be a Sinking Fund Payment Date and a Sinking Fund payment of $300,000 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 Subdivision (c) of this

Section, the Company will file with the Trustee a Certificate of the Company setting forth the revised schedule of Sinking Fund payments, together with any adjustment thereof made pursuant to the last paragraph of Subdivision (c) of this Section.

The Company may satisfy all or any part of any one or more than one of the Sinking Fund payments, by surrendering to the Trustee, on any Sinking Fund Payment Date, coupon 5¼% Bonds of 1980 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 5¼% Bonds of 1980 Series not registered as to principal then outstanding bears to the total principal amount of all 5¼% Bonds of 1980 Series then outstanding; and the Company may utilize for such purpose coupon 5¼% Bonds of 1980 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 5¼% Bonds of 1980 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, as amended, or the withdrawal of cash under the 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. All such Bonds so surrendered to the Trustee in satisfaction of all or any part, as the case may be, of any such Sinking Fund obligation shall be accepted by the Trustee at a value equal to the principal amount of such Bonds plus accrued interest thereon.

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 5¼% Bonds of 1980 Series, as provided in Subdivision (g) of this Section.

On any Sinking Fund Payment Date, no more 5¼% Bonds of 1980 Series may be retired by call for redemption at the Sinking Fund Redemption Price specified in Subdivision (e) of this Section, than the principal amount of 5¼% Bonds of 1980 Series at the time required to be retired by the provisions of this Section less the aggregate of the principal amount of coupon 5¼% Bonds of 1980 Series not registered as to principal surrendered to the Trustee on such Sinking Fund Payment Date by the Company in satisfaction of its Sinking Fund obligations as aforesaid.

(e) 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").

(f) 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 5¼% Bonds of 1980 Series which the Company is required to retire on such Sinking Fund Payment Date, and (2) the aggregate principal amount and the serial numbers of coupon 5¼% Bonds of 1980 Series not registered as to principal 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 (f) from the aggregate principal amount stated in Clause (1) of this Subdivision (f) is hereinafter in this Section referred to as the "amount" set forth in the statement. The statement shall also state the principal amount of registered 5¼% Bonds of 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.

(g) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of 5¼% Bonds of 1980 Series, at the applicable Sinking Fund Redemption Price, in a principal amount equal to the amount set forth in the statement, *provided, however,* that in applying said Cash the Trustee shall credit any principal amount of coupon 5¼% Bonds of 1980 Series not registered as to principal to be surrendered in satisfaction of any Sinking Fund obligation of the Company in reduction only of, and to the extent of, the amount of redemption moneys applicable to said coupon Bonds determined as provided in Subdivision (i) of this Section 1, and the Trustee shall apply to the redemption of registered 5¼% Bonds of 1980 Series an amount of redemption moneys applicable to said registered Bonds, which amount shall bear the same ratio to the total Sinking Fund payment to be made on any Sinking Fund Payment Date as the total principal amount of such registered Bonds bears to the total principal amount of 5¼% Bonds of 1980 Series outstanding on the 60 day determination date (as hereinafter referred to).

(h) If, on the date (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 5¼% Bonds of 1980 Series are registered Bonds, the Trustee shall apply the Sinking Fund Cash to the redemption of 5¼% Bonds of 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 5¼% Bonds of 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 5¼% Bonds of 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 5¼% Bonds of 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 5¼% Bonds of 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 amounts of 5¼% Bonds of 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.

(i) In the event that on the 60 day determination date there are any 5¼% Bonds of 1980 Series which are unregistered coupon Bonds, the Trustee shall apply (subject to the provisions of Subdivision (g) of this Section 1) to the redemption of such outstanding unregistered coupon Bonds an amount equal to the portion of the Sinking Fund Cash, so far as the Trustee shall in its uncontrolled discretion determine is practical, which amount shall bear the same ratio to the total Sinking Fund payment to be made on any Sinking Fund Payment Date as the total principal amount of such unregistered coupon Bonds outstanding on such date bears to the total principal amount of 5¼% Bonds of 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 (h) of this Section. The Trustee shall promptly notify the Company of any determination made by it pursuant to this Subdivision.

(j) Within 10 days after the 60 day determination date, unregistered coupon $5\frac{1}{4}\%$ Bonds of 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 (i) 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 $5\frac{1}{4}\%$ Bonds of 1980 Series so drawn.

The Company, upon receipt of such notice from the Trustee, shall give notice of intention to redeem such unregistered coupon $5\frac{1}{4}\%$ Bonds of 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 $5\frac{1}{4}\%$ Bonds of 1980 Series as provided in this Subdivision (j) of this Section, nor any imperfection or defect in such notice, shall affect the validity of the proceedings for redemption of the registered $5\frac{1}{4}\%$ Bonds of 1980 Series then being redeemed nor excuse the Company from redeeming or paying for such unregistered coupon Bonds.

(k) 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.

(l) All $5\frac{1}{4}\%$ Bonds of 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.

$5\frac{1}{4}\%$ Bonds of 1980 Series so redeemed or retired shall not thereafter, so long as any of the $5\frac{1}{4}\%$ Bonds of 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, as Amended, or this Thirteenth Supplemental Indenture.

(m) Notice of redemption having been given in the manner hereinabove provided, the $5\frac{1}{4}\%$ Bonds of 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 $5\frac{1}{4}\%$ Bonds of 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 5¼% Bonds of 1980 Series are outstanding irrespective of whether or not any of the Bonds of 1963 Series shall then remain outstanding.

The Company covenants that so long as any of the 5¼% Bonds of 1980 Series shall remain outstanding, it will not use as a basis for the issuance of Bonds or the withdrawal of cash or the taking of a credit under any of the provisions of the Indenture or any indenture supplemental thereto hereafter entered into, Bonds of any series heretofore or hereafter issued under the Indenture or any indenture supplemental thereto hereafter entered into, which were or shall have been redeemed or retired under or pursuant to the Sinking Fund provisions of the supplemental indenture creating the series of Bonds so redeemed or retired, *provided, however,* that in any supplemental indenture there may be included exceptions to this covenant which affect only and are limited to the particular series of Bonds issued thereunder and which do not in any way affect the 5¼% Bonds of 1980 Series or any of the rights or privileges thereof under the Indenture.

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, Section 2 of Article Four of the Ninth Supplemental Indenture, Section 2 of Article Four of the Tenth Supplemental Indenture, Section 2 of Article Four of the Eleventh Supplemental Indenture, and Section 2 of Article Four of the Twelfth 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 5¼% Bonds of 1980 Series at the time outstanding."

Section 3. So long as any 5¼% Bonds of 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, together with a copy of the order or other instrument requiring such contract, change, modification or termination 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 5¼% Bonds of 1980 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the 5¼% Bonds of 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 clause (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 interest of the Company in the conduct of its business, does not impair the value and efficiency generally of its properties, is desirable in the interest 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 clauses (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 5¼% Bonds of 1980 Series shall be outstanding, the right of the Company, pursuant to paragraph (F) of Section 43 of the Original Indenture, to modify, change or terminate any contract for the purchase or sale of gas which may at any time be pledged under the Original Indenture shall be subject to the further provision that any such modification, change or termination shall be in conformity and not in conflict with the covenants of the Company contained in this Section, and shall be subject to the further provision that the Company shall, and the Company covenants that it will, promptly after each such modification, change or termination, file or deposit with the Trustee a Certificate of the Company setting forth a brief description of the contract modified, changed or terminated and stating that such modification, change or termination is in conformity and not in conflict with the covenants of the Company contained in this Section.

The foregoing provisions of this Section shall not in any respect be deemed or considered to be in substitution for the provisions of Section 85 of the Original Indenture, or Section 3 of Article Four of the First Supplemental Indenture, or Section 4 of Article Four of the Supplemental Indenture dated as of December 1, 1950, or Section 3 of Article Four of the Supplemental Indenture dated as of November 1, 1958, 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, or Section 3 of Article Four of the Ninth Supplemental Indenture, or Section 3 of Article Four of the Tenth Supplemental Indenture, or Section 3 of Article Four of the Eleventh Supplemental Indenture, or Section 3 of Article Four of the Twelfth 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 the 1963 Series, or any of the Bonds of the Second 1963 Series, or any of the Bonds of the Third 1963 Series, or any of the Bonds of the 1978 Series, or any of the Bonds of the 1979 Series, or any of the Bonds of 1970 Series, or any of the Bonds of 1975 Series, or any of the Bonds of 1980 Series, or any of the Bonds of the 1982 Series, or any of the Bonds of Series A due 1975, or any 5¼% Bonds of 1980 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 5¼% Bonds of 1980 Series shall be outstanding,

(1) no Bonds of any other series shall be authenticated and delivered bearing a maturity date prior to December 15, 1980, except Bonds of Series A due 1975, and serial Bonds issued in accordance with the following Clause (2), and

(2) no Bonds of any other series (except Bonds of Series A due 1975) shall be authenticated and delivered, and no indenture supplemental to the Original Indenture establishing the terms of such Bonds 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 5¼% Bonds of 1980 Series required to be retired by compulsory 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 5¼% Bonds of 1980 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 5¼% Bonds of 1980 Series outstanding at the date of the initial issue of the Bonds of such other series;

provided, however, that the provisions of this Section 5 shall not apply with respect to Bonds issued pursuant to Article Two of the Original Indenture, in exchange for outstanding Bonds of the same series or in lieu of Bonds mutilated, lost, stolen or destroyed or Bonds issued to replace the unpaid portion of registered Bonds of the same series partially paid.

Section 6. So long as any of the 5¼% Bonds of 1980 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 (including Cushion Gas) of Storage in existence as of August 31, 1962 (exclusive of additions to and extensions of said assets and property thereafter made) acquired by the Company, shall not exceed $20,750,000 in the aggregate including $5,406,000 aggregate principal amount of Bonds of Series A due 1975 issued pursuant to the Twelfth Supplemental Indenture and $5,400,000 aggregate principal amount of 5¼% Bonds of 1980 Series to be issued pursuant to this Thirteenth Supplemental Indenture; and that after it shall have issued Bonds or withdrawn Deposited Cash, or both, in the aggregate amount of $20,750,000 on the basis of said assets and property of Storage, as long as the 5¼% Bonds of 1980 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 said assets and property of Storage, except additions to or extensions of said assets and property made after August 31, 1962, 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 said assets and property of Storage in the aggregate principal amount of $20,750,000, 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 Storage in any amount which shall not exceed in the aggregate 166⅔% 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) $20,750,000.

SECTION 7. So long as any 5¼% Bonds of 1980 Series shall be outstanding,

(1) Trust Moneys which may be applied by the Trustee at any time and from time to time to the payment of the principal of Bonds upon redemption prior to maturity in accordance with the terms thereof, pursuant to Section 58 of the Original Indenture, as amended, shall be applied pro rata towards the redemption of Bonds of each series then outstanding, including 5¼% Bonds of 1980 Series.

(2) Trust Moneys shall not be applied by the Trustee pursuant to the provisions of Section 58 of the Original Indenture, as amended, to the purchase of Bonds upon tender or in the open market or at private sale or upon any securities exchange or in any one or more of said ways, unless the holders of the 5¼% Bonds of 1980 Series shall be informed of the intention of the Company to request the Trustee to apply such funds to the purchase of Bonds and shall be given an opportunity to tender for purchase by the Trustee such principal amount of the 5¼% Bonds of 1980 Series as shall be equal to the ratio which the outstanding Bonds of such

series shall bear to all of the said Bonds then outstanding under the Indenture.

SECTION 8. At the expiration of six years following the due date of coupons or the maturity date of 5¼% Bonds of 1980 Series (original or accelerated by redemption or otherwise), the trust established by the terms of this Indenture on moneys deposited for the payment of interest on or principal (and premium, if any) of the Bonds of said series shall automatically cease and terminate and any moneys deposited for such purposes then remaining on deposit with the Trustee unclaimed by the holders entitled thereto may be repaid by the Trustee to the Company and shall be repaid to the Company by the Trustee on written demand made after such date; and the holder of any of the 5¼% Bonds of 1980 Series or coupons entitled to receive such money shall thereafter look only to the Company for the payment thereof; provided, however, that the Trustee, before being required to make any such repayment, may, at the expense of the Company, cause to be published once a week for two successive weeks (in each case on any day of the week) in an authorized newspaper in the City of Chicago, Illinois, and the Borough of Manhattan, The City of New York, a notice to the effect that such moneys have not been applied for the purpose for which they were deposited, that said trust has terminated, and that after a date named therein, which shall be not less than ten days after the date of the first publication of such notice, any unclaimed balance of said moneys then remaining in the hands of the Trustee will be returned to the Company.

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 5¼% Bonds of 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 5¼% Bonds of 1980 Series.

Section 2. The Original Indenture, as amended and supplemented by all indentures supplemental thereto, including without limitation 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, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture and as further supplemented and amended by this Thirteenth 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 Thirteenth Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Original Indenture, as Amended, on any of the property subject thereto, and such lien shall remain in full force and effect as security for all Bonds now outstanding or hereafter issued under the Original Indenture. All terms defined in the Original Indenture, as Amended, shall, for all purposes of this Thirteenth 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 Thirteenth Supplemental Indenture upon the terms and conditions hereof, and agree to perform such trusts upon the terms and conditions in the Original Indenture, as heretofore amended and supplemented and as amended and supplemented in this Thirteenth 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 Thirteenth Supplemental Indenture or the execution thereof by the Company. In general, each and every item and condition contained in Article Sixteen of the Original Indenture, as amended, shall apply to this Thirteenth 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 Thirteenth Supplemental Indenture.

Section 4. This Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth 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 Thirteenth 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 WAYNE SIMPSON
Wayne Simpson
Vice President

Attest:

C. G. FREUND
C. G. Freund
Secretary

THE CHASE MANHATTAN BANK

(CORPORATE SEAL)

By W. H. ADAMS
W. H. Adams
Vice President

Attest:

H. W. TAGLIABUE
H. W. Tagliabue
Assistant Secretary

MERCANTILE TRUST COMPANY

(CORPORATE SEAL)

By R. N. ARTHUR
R. N. Arthur
Vice President

Attest:

CHAS. T. TOOLEY
Chas. T. Tooley
Assistant Secretary

Signed, sealed and delivered by NATURAL GAS PIPELINE COMPANY OF AMERICA, THE CHASE MANHATTAN BANK, AND MERCANTILE TRUST COMPANY in the presence of:

J. L. MARTIN
J. L. Martin

A. M. WEISS
A. M. Weiss

STATE OF ILLINOIS } ss.:
COUNTY OF COOK }

BE IT REMEMBERED, and I do hereby certify that on this 9th day of November, 1962, before me, a Notary Public in and for the County and State aforesaid, personally appeared WAYNE SIMPSON, a Vice President of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, and C. G. FREUND, 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 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 Vice 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 WAYNE SIMPSON and C. G. FREUND, being each duly sworn by me, severally deposed and said: That they reside at 444 Melrose, Chicago, Illinois, and 25 Portshire Drive, Lincolnshire, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively a Vice 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 Vice 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.

MARGOT G. HODEL

Margot G. Hodel
Notary Public

My Commission Expires November 21, 1964.

(NOTARIAL SEAL)

State of Illinois } ss.:
County of Cook }

Be it remembered, and I do hereby certify that on this 9th day of November, 1962, before me, a Notary Public in and for the County and State aforesaid, personally appeared W. H. Adams, a 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 H. W. Tagliabue, an 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 The Chase Manhattan Bank, New York, New York, 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, The Chase Manhattan Bank, New York, New York.

And the said W. H. Adams and H. W. Tagliabue, being each duly sworn by me, severally deposed and said: That they reside at 6 Adrienne Court, Farmingdale, New York, and 66 Insley Avenue, Rutherford, New Jersey, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively a Vice President and an 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, 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.

Margot G. Hodel

Margot G. Hodel
Notary Public

My Commission Expires November 21, 1964.

(Notarial Seal)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify that on this 9th day of November, 1962, before me, a Notary Public in and for the County and State aforesaid, personally appeared R. N. ARTHUR, a Vice President of MERCANTILE TRUST COMPANY, a corporation organized and existing under the laws of the State of Missouri, and CHAS. T. TOOLEY, an 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 Carrswold 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 a Vice President and an 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

Frank Navigato
Notary Public

My Commission Expires April 26, 1965.

(NOTARIAL SEAL)

STATE OF ILLINOIS } ss.:
COUNTY OF COOK }

The undersigned, WAYNE SIMPSON, a Vice 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.

WAYNE SIMPSON
Wayne Simpson

Subscribed and sworn to before me this 9th day of November, 1962.

FRANK NAVIGATO
Frank Navigato
Notary Public

My Commission Expires April 26, 1965.

(NOTARIAL SEAL)