COUNTER PART NO. 82
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NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

THE CHASE MANHATTAN BANK
(National Association)

AND

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION,
AS TRUSTEES

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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

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PAGE

Sixteenth Supplemental Indenture

DATED AS OF SEPTEMBER 1, 1966

FOR RELEASE OF ANNEXED MORTGAGE SEE
MORTGAGE RECORD 152 PAGE 1

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

(This instrument contains after acquired property provisions.)

La Salle Street Press—Chicago 60610

This Sixteenth Supplemental Indenture, dated as of September 1, 1966, 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** (National Association) (successor by merger to The Chase National Bank of the City of New York), a national banking association existing under the laws of the United States of America and having its principal place of business in the City of New York, and **MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION**, a national banking association existing under the laws of the United States of America 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 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 June 1, 1948, 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 (now The Chase Manhattan Bank (National Association)) (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 (now The Chase Manhattan Bank (National Association)) and Mercantile Trust Company (now Mercantile Trust Company National Association), 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, the Twelfth and the Thirteenth Supplemental Indentures, dated as of September 1, 1962, the Fourteenth Supplemental Indenture, dated as of September 1, 1964, and the Fifteenth Supplemental Indenture, dated as of November 1, 1965 (said Original Indenture, said Supplemental Indentures dated, respectively, as of June 1, 1948, as of December 30, 1950, as of November 1, 1958, as of April 1, 1959, the Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Supplemental Indentures being hereinafter collectively called the "Original Indenture, as Amended," and such Original Indenture, as Amended, as supplemented by this Sixteenth Supplemental Indenture being hereinafter collectively called the "Indenture"); and

Whereas, The Chase Manhattan Bank was converted into a national banking association under the name The Chase Manhattan Bank (National Association), effective September 23, 1965; and by virtue of said conversion the continuity of the business of The Chase Manhattan Bank, including its business of acting as corporate trustee, and its corporate existence, have not been affected, so that The Chase Manhattan Bank (National Association) is vested with all the trusts, powers, discretions, immunities, privileges and all other matters as were vested in said The Chase National Bank of the City of New York under the Indenture, with like effect as if originally named as Trustee therein; and

Whereas, at the close of business September 1, 1966, there were outstanding First Mortgage Pipeline Bonds of the Company of ten several series in the principal amounts set forth below, all of which were heretofore issued under the Original Indenture, as Amended:

Series	Amount Issued	Outstanding
First Mortgage Pipeline Bonds, 3¼% Series due 1970	$63,076,000	$27,693,000
First Mortgage Pipeline Bonds, 4¼% Series due 1975	15,674,000	8,534,000
First Mortgage Pipeline Bonds, 4⅝% Series due 1978	30,000,000	23,800,000
First Mortgage Pipeline Bonds, 4⅝% Series due 1979	20,000,000	13,700,000
First Mortgage Pipeline Bonds, 5% Series due 1980	25,000,000	21,800,000
First Mortgage Pipeline Bonds, 4⅝% Series due 1982	30,000,000	27,600,000
First Mortgage Pipeline Bonds, 4¼% Series A due 1975	5,406,000	3,471,000
First Mortgage Pipeline Bonds, 5¼% Series due 1980	5,400,000	4,500,000
First Mortgage Pipeline Bonds, 4½% Series due 1984	25,000,000	24,375,000
First Mortgage Pipeline Bonds, 4¾% Series due 1985	40,000,000	40,000,000

and

Whereas, it is provided in the Original Indenture that Bonds of any series may from time to time be issued thereunder by the Company upon the deposit of cash with the Trustee, equal to the aggregate principal amount of the Bonds whose authentication and delivery is then applied for or in a principal amount equal to 60% of the amount of Net Bondable Additions as such term is defined in the Original Indenture, as Amended; and

Whereas, the Company has duly determined to create an additional series of its Bonds, to be issued under the Original Indenture, as Amended, and as supplemented by this Sixteenth Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 6¼% Series due 1986 (hereinafter called the "Bonds of 1986 Series"), and to issue an aggregate of $40,000,000 principal amount of said Bonds as provided in the Indenture; and

Whereas, the Company desires in and by this Supplemental Indenture to set forth the description of, confirm unto the Trustees and give further assurance to them with respect to, certain property heretofore acquired by the Company and now subject to the lien of the Indenture but not heretofore specifically described therein; and

Whereas, the execution and delivery by the Company and the Trustees of a supplemental indenture for the purposes of this Sixteenth Supplemental Indenture are authorized by the provisions of Section 163 of the Original Indenture; and

Whereas, the text of the Bonds of 1986 Series, all of which shall be fully registered Bonds without coupons, and the Certificate of Authentication of the Trustee to be endorsed thereon, are to be substantially in the following forms, respectively:

(Form of Fully Registered Bond Without Coupons)

No. R $......

NATURAL GAS PIPELINE COMPANY OF AMERICA

First Mortgage Pipeline Bond

6¼% Series Due 1986

Due September 1, 1986

Natural Gas Pipeline Company of America, a corporation of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to .... or registered assigns, on the first day of September, 1986, 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 6¼% 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 March 1, 1967 and September 1, 1967, and on March 1 and September 1 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, the Company's Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, as amended and supplemented by Supplemental Indentures dated, respectively, as of June 1, 1948, 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 and Thirteenth Supplemental Indentures, dated as of September 1, 1962, the Fourteenth Supplemental Indenture, dated as of September 1, 1964, the Fifteenth Supplemental Indenture, dated as of November 1, 1965, and the Sixteenth Supplemental Indenture, dated as of September 1, 1966, under which The Chase Manhattan Bank (National Association) and Mercantile Trust Company National Association are 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 may be changed and modified with the consent of the Company by the affirmative vote of the holders of at least 66⅔% 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, how-*

ever, 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. 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, 6¼% Series due 1986."

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 Sixteenth Supplemental Indenture, dated as of September 1, 1966, 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 September 1, 1976, 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 6.34% per annum. Such several optional redemption prices (expressed in percentages of principal amount) applicable during the twelve month periods ending August 31 in the years indicated below, are as follows:

1967	105.25%	1977	102.49%
1968	104.97%	1978	102.21%
1969	104.70%	1979	101.93%
1970	104.42%	1980	101.66%
1971	104.14%	1981	101.38%
1972	103.87%	1982	101.11%
1973	103.59%	1983	100.83%
1974	103.32%	1984	100.55%
1975	103.04%	1985	100.28%
1976	102.76%	1986	100.00%

together in every case with accrued interest to the redemption date.

The Bonds of this series are also subject to redemption, and may be redeemed on September 1, 1968, and on September 1 in each year thereafter, to and including September 1, 1985, through the operation of the sinking fund, the terms and provisions of which are set forth in the Sixteenth Supplemental Indenture, dated as of September 1, 1966, 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 Sixteenth Supplemental Indenture, dated as of September 1, 1966, 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, 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 (National Association), 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.

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 (National Association), New York, New York, or its successor, as Trustee under the Indenture.

In Witness Whereof, the Company has caused this Bond to be signed in its name by its President or one of its Vice Presidents manually or in facsimile and its corporate seal to be impressed or imprinted hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated ....

Natural Gas Pipeline Company of America

By ....

Attest: *President*

....

Secretary

(Form of Trustee's Certificate of Authentication)

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

THE CHASE MANHATTAN BANK (National Association), As Trustee,

By ....
Authorized Officer

and

WHEREAS, all acts and things necessary to make the Bonds of 1986 Series, when authenticated by the Trustee and issued as in the Original Indenture, as Amended, and in this Sixteenth 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 Sixteenth Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, THIS SIXTEENTH SUPPLEMENTAL INDENTURE WITNESSETH, that, in order further to secure the payment of the principal of and interest on all Bonds at any time issued and outstanding under the Indenture according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and in the Indenture contained (except any covenant of the Company with respect to the refund or reimbursement of taxes, assessments or other governmental charges on account of the ownership of the Bonds or the income derived therefrom, for which the holders of the Bonds shall look only to the Company and not to the property mortgaged and pledged under the Indenture), and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of $1.00 duly paid to the Company by the Trustees at or before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Sixteenth Supplemental Indenture, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm and warrant unto the Trustees, the properties, rights, privileges and franchises (other than properties of the character embraced within the definition of Excepted Property as set forth in the Indenture) which are described in the exhibits entitled Illinois Exhibit, Louisiana Exhibit, Texas Exhibit and Exhibit A (containing descriptions of property located in Arkansas, Iowa, Kansas, Missouri, New Mexico and Oklahoma), which are annexed hereto and hereby expressly made a part hereof, all of which properties, rights, privileges and franchises collectively, together with such of the properties, rights, privileges and franchises as are described in the Original Indenture and in indentures supplemental thereto heretofore executed and delivered and are owned by the Company on the date of delivery hereof (other than properties of the character embraced within such definition of Excepted Property), the conveyance of which is expressly confirmed, are hereinafter called the "Trust Estate";

To Have and to Hold the Trust Estate and all and singular the lands, properties, estates, rights, franchises and privileges hereby mortgaged, conveyed, pledged or assigned, or intended so to be, by the Original Indenture, as Amended, and this Sixteenth Supplemental Indenture, together with all appurtenances thereunto appertaining, unto the Trustees and their successors and assigns forever;

Subject, however, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, contracts or other instruments through which the Company acquired and/or claims title to and/or enjoys the use of the mortgaged properties; and *subject also* to such servitudes, easements, rights and privileges in, over, on and/or through said properties as have been granted by the Company to others prior to the delivery of this Sixteenth Supplemental Indenture; and *subject also* to easements for streets, alleys, highways, railroad purposes and other rights of way on, over or under the mortgaged properties; and *subject also* to Permitted Encumbrances (as defined in the Indenture), and, as to any property hereafter acquired by the Company, to any liens thereon existing, and to any liens for unpaid portions of the purchase price placed thereon at the time of such acquisition but only to the extent that such liens are permitted by the Indenture; and *subject also,* with respect to the conveyance made to the Missouri Trustee of the Trust Estate, to the provisions contained in the Indenture and in the instrument of appointment appointing the Missouri Trustee.

In Trust, Nevertheless, upon the terms and trusts in the Original Indenture, as Amended, and in this Sixteenth Supplemental Indenture set forth, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Original Indenture, as Amended, and as supplemented by this Sixteenth Supplemental Indenture and as may hereafter be further amended and supplemented, and duly issued by the Company, without any discrimination, preference or priority of any Bond or coupon over any other by reason of priority in time of issue, sale or negotiation thereof or otherwise, except as provided in the Indenture, so that, subject to said provisions, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Original Indenture and any indenture supplemental thereto and shall be equally secured thereby (except as any sinking, amortization, improvement, renewal or other fund, established in accordance with the provisions of the Original Indenture or any indenture supplemental thereto, may afford additional security for the Bonds of any particular series), and in trust for enforcing the payment of the principal of the Bonds and of the interest thereon according to the tenor, purport and effect of the Bonds and coupons and of the Indenture, and for enforcing the terms, provisions, covenants and stipulations in the Original Indenture, as Amended, and in this Sixteenth Supplemental Indenture and in the Bonds set forth.

Upon Condition that, until the happening of an Event of Default (as defined in Section 121 of Article Thirteen of the Original Indenture), the Company shall be suffered and permitted to possess, use and enjoy the Trust Estate, except as limited in respect of money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the Trustees or either of them hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom.

ARTICLE ONE

Creation of Bonds of 1986 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, 6¼% Series due 1986" (herein referred to as "Bonds of 1986 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of 1986 Series shall be limited to $40,000,000 (exclusive of Bonds authenticated and delivered upon denominational or other exchanges and transfers pursuant to this Article One and to Article Two of the Original Indenture, as Amended, and Bonds authenticated and delivered pursuant to Section 14 of the Original Indenture). The Bonds of 1986 Series shall be issuable only as fully registered Bonds without coupons, shall bear interest at the rate of 6¼% per annum and shall mature on the first day of September, 1986. All Bonds of 1986 Series shall be dated as provided in Section 7 of the Original Indenture, as Amended. All Bonds of 1986 Series 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 first day of March and September in each year, the first interest payment date being March 1, 1967. All Bonds of 1986 Series issued upon the original issue of the Bonds of said Series shall be dated as of, and shall bear interest from, September 8, 1966. 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 Bonds of 1986 Series shall be issued in 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 said denominations as may be executed by the Company and delivered to the Trustee for authentication and delivery. Both the principal of and the interest on the Bonds of 1986 Series shall be payable at the office or agency of the Company in the City of Chicago, Illinois, or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, the City of New York, in any coin or currency of the United States of America which at the time of payment shall be legal tender for public and private debts. The Bonds of 1986 Series shall be subject to redemption as provided in Article Two of this Sixteenth 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 Sixteenth Supplemental Indenture.

All of the Bonds of 1986 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 Sixteenth Supplemental Indenture. The definitive Bonds of 1986 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed Bonds of 1986 Series are ready for delivery, temporary Bonds of said Series may be issued, authenticated and delivered as provided in the Indenture. Such Bonds of 1986 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of 1986 Series in definitive form, include a reference to this Sixteenth Supplemental Indenture for a statement of such redemption prices. Subject to the foregoing provisions of this paragraph and to the provisions of Section 13 of the Original Indenture and to the provisions of Subdivision (i) of Section

1 of Article Three of this Sixteenth Supplemental Indenture, all definitive Bonds of 1986 Series shall, upon surrender to the Trustee at its principal office (either directly, or through the office or agency to be maintained by the Company in the Borough of Manhattan, the City of New York, for the registration and transfer of said Bonds of 1986 Series) be exchangeable for other Bonds of the same series and maturity, of a different authorized denomination or denominations, as requested by the registered holder surrendering the same. The Company will execute, and the Trustee shall authenticate and deliver, Bonds whenever the same shall be required for any such exchange without any service charge therefor by the Company.

The Bonds of 1986 Series may be registered and transferred as provided in the Original Indenture for the registration and transfer of Bonds of 1963 Series (irrespective of the fact that no Bonds of 1963 Series are outstanding) at an office or agency to be maintained by the Company in the City of Chicago, Illinois, or, at the option of the holder thereof, at an office or agency to be maintained by the Company in the Borough of Manhattan, the City of New York. The Company covenants and agrees that so long as any Bonds of 1986 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 Bonds of 1986 Series which by the terms of the Original Indenture it covenants or agrees to have or maintain in such cities for the purposes of the Bonds of 1963 Series.

Section 2. Bonds of 1986 Series in the aggregate principal amount of $40,000,000 may forthwith, upon the execution and delivery of this Sixteenth Supplemental Indenture, or from time to time thereafter, be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the Written Order or Orders of the Company and upon compliance with the provisions of Article Five or Article Six of the Original Indenture, as Amended.

ARTICLE TWO

Redemption of Bonds of 1986 Series

Section 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of 1986 Series shall, in the manner provided in Article Twelve of the Original Indenture to the extent not inconsistent with the provisions hereof, be redeemable, in whole or in part, at any time and from time to time; *provided, however,* that the Bonds of 1986 Series may not be so redeemed at the option of the Company prior to September 1, 1976, 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 6.34% per annum. The redemption prices, in the case of redemption of Bonds of 1986 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 month periods ending August 31 in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

1967	105.25%	1977	102.49%
1968	104.97%	1978	102.21%
1969	104.70%	1979	101.93%
1970	104.42%	1980	101.66%
1971	104.14%	1981	101.38%
1972	103.87%	1982	101.11%
1973	103.59%	1983	100.83%
1974	103.32%	1984	100.55%
1975	103.04%	1985	100.28%
1976	102.76%	1986	100.00%

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of 1986 Series may be redeemed at any time, as provided in the Original Indenture and in this Sixteenth Supplemental Indenture, upon the taking by eminent domain or purchase by a public authority of all or substantially all of the Company's property, or the acquisition by a public authority of control of the Company, at an amount equal to 100% of the principal amount of the Bonds so to be redeemed, together in every case with accrued interest to the date of redemption.

Bonds of 1986 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 (f) of Section 1 of Article Three of this Sixteenth Supplemental Indenture.

Section 2. In case of redemption of Bonds of 1986 Series, if the provisions of Clause (a) of the fourth paragraph of Section 117 of the Original Indenture shall not be applicable, the principal amount of Bonds of 1986 Series to be redeemed shall be prorated among the holders of the Bonds of 1986 Series in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of 1986 Series outstanding on the date of selection. The portion of any Bonds of 1986 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 Bonds of 1986 Series.

ARTICLE THREE

Sinking Fund for Bonds of 1986 Series

Section 1. (a) For the purpose of this Article, the first day of September, 1968, and the first day of September in each year thereafter, to and including September 1, 1985, 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 September 1, 1968, create and, so long as any of the Bonds of 1986 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of 1986 Series, and that, subject to the provisions in this Article Three contained, it will pay to the Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of 1986 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at the Sinking Fund Redemption Price hereinafter defined, $2,100,000 principal amount of Bonds of 1986 Series, annually on September 1, 1968, and on September 1 in each year thereafter to and including September 1, 1985.

(c) The Company may, at its option, pay to the Trustee on or before each Sinking Fund Payment Date cash sufficient to retire, at the applicable Sinking Fund Redemption Price, an additional principal amount of Bonds of 1986 Series not exceeding 50% of the principal amount of such Bonds originally required to be retired on such Sinking Fund Payment Date pursuant to Subdivision (b) above without regard to any revision thereof.

Whenever and as often as the Company shall have exercised its option and shall have redeemed any Bonds of 1986 Series pursuant to this Subdivision (c), the amount of the Sinking Fund payments thereafter due shall be revised so that the principal amount of Bonds thereafter required to be retired through the Sinking Fund shall be reduced by the principal amount of Bonds so redeemed by the Company pursuant to this Subdivision (c), such reduction to be spread pro rata (to the nearest multiple of $1,000) over the Sinking Fund payments due on succeeding Sinking Fund Payment Dates.

(d) The Company covenants that, so long as any of the Bonds of 1986 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 1969, 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 September 1, 1988, or will be a specified date earlier than September 1, 1988. 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 1970, 1973, 1976, 1979, 1982, and 1985 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 a date earlier than September 1, 1988, the Certificate shall also state (i) the total volume of the Company's available gas supply as at the date of determination thereof specified in such Certificate, and (ii) the volume of the Company's sales and use of gas (including gas unaccounted for) during the preceding calendar year.

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

In the event that any Certificate of Available Gas Supply so filed shall show that the date of exhaustion of available gas supply is a date earlier than September 1, 1988, the aggregate of Sinking Fund payments (set forth in Subdivision (b) of this Section, as the same may have been reduced pursuant to Subdivision (c) of this Section) 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 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 as nearly as may be in equal installments, 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 Bonds of 1986 Series until further revised as hereinafter in this Article Three provided.

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

If any subsequent Certificate of Available Gas Supply signed by an Independent Engineer shall show a date of exhaustion of available gas supply later than such date shown in the next preceding

Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the Sinking Fund payments due after the filing of such Certificate shall again be revised by beginning with the original schedule of Sinking Fund payments set forth in Subdivision (b) of this Section (as the same may have been reduced pursuant to Subdivision (c) of this Section) and revising such schedule in the manner provided in the second preceding paragraph as though such revision were the first revision being made under this Subdivision (d) of this Section, except that if the date of exhaustion of available gas supply shown in such subsequent Certificate is later than September 1, 1988, the original schedule of Sinking Fund payments set forth in Subdivision (b) of this Section (as the same may have been reduced pursuant to Subdivision (c) of this Section), shall be restored; in any such case, if the aggregate amount of Bonds of 1986 Series theretofore retired for or through the Sinking Fund shall exceed the difference between $40,000,000 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.

(e) For the purpose of any revision in the amount of the Sinking Fund payments pursuant to this Section, September 1, 1986 shall be deemed to be an original Sinking Fund Payment Date and $2,200,000 shall be deemed to be the amount of the original Sinking Fund payment due on that date.

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

The Company may satisfy all or any part of any one or more than one of the Sinking Fund payments, but not additional payments made pursuant to Subdivision (c) of this Section, by surrendering to the Trustee, on any Sinking Fund Payment Date, Bonds of 1986 Series then outstanding; and the Company may utilize for such purpose Bonds of 1986 Series which it may have purchased or otherwise acquired at any time after the authentication and delivery thereof (except Bonds of such series acquired by redemption).

All cash paid by the Company to the Trustee or transferred into the Sinking Fund pursuant to the provisions of this Article Three (hereinafter referred to as "Sinking Fund Cash") shall forthwith become Bonded Cash and shall be applied to the retirement of Bonds of 1986 Series, as provided in Subdivision (h) of this Section.

On any Sinking Fund Payment Date, no more Bonds of 1986 Series may be retired by call for redemption, at the Sinking Fund Redemption Price specified in Subdivision (f) of this Section, than the principal amount of Bonds of 1986 Series at the time required to be retired by the provisions of this Section plus such additional principal amount of Bonds of 1986 Series as the Company is permitted, at its option, to redeem by the provisions of Subdivision (c) of this Section less the aggregate of the principal amount of Bonds of 1986 Series surrendered to the Trustee on such Sinking Fund Payment Date by the Company in satisfaction of its Sinking Fund obligations as aforesaid.

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

(g) Sixty (60) days prior to each Sinking Fund Payment Date, the Company will deliver a statement to the Trustee stating (1) the aggregate of the principal amount of Bonds of 1986 Series which the Company is required to retire on such Sinking Fund Payment Date and the additional principal amount of the Bonds of 1986 Series which the Company, at its option, desires to redeem on such Sinking Fund Payment Date in accordance with its rights under Subdivision (c) of this Section, and (2) the aggregate principal amount and the serial numbers of Bonds of 1986 Series which the Company intends to surrender on such Sinking Fund Payment Date in satisfaction of its Sinking Fund obligation pursuant to this Section. Such statement is in this Section referred to as "the statement," and the balance resulting from deducting the principal amount of Bonds stated in Clause (2) of this Subdivision (g) from the aggregate principal amount stated in Clause (1) of this Subdivision (g) is hereinafter in this Section referred to as the "amount" set forth in the statement. The statement shall also state the principal amount of Bonds of 1986 Series outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of 1986 Series, at the applicable Sinking Fund Redemption Price, in a principal amount equal to the amount set forth in the statement.

(i) On the date (hereinafter referred to as the "60 day determination date") which is 60 days prior to the Sinking Fund Payment Date on which redemption is to be effected, the Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of 1986 Series pro rata among the registered owners of such Bonds in the ratio which the principal amount of such Bonds held by each registered owner on the 60 day determination date bears to the total principal amount of Bonds of 1986 Series outstanding on the 60 day determination date; *provided, however,* that the portion of the principal amount of each Bond to be redeemed shall be $1,000 or a multiple thereof. The Trustee in its uncontrolled discretion shall determine the pro rata allocation among the several registered owners of the principal amount of the Bonds of 1986 Series to be then redeemed. The Trustee shall promptly advise the Company as to the allocation so made by it and 30 days' notice of such redemption shall be given by the Company to all registered owners of the Bonds of 1986 Series and such notice shall be sufficiently given if mailed, postage prepaid, at least 30 days prior to the date upon which such redemption is to be made to all registered owners of Bonds of 1986 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 Bonds of 1986 Series to be then redeemed, and that on the date fixed for redemption interest on such Bonds shall cease.

In case any Bond shall be redeemed in part only, said notice shall specify the principal amount thereof to be redeemed, and shall state that, upon the presentation of such 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 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 Bond, at the expense of the Company, a Bond or Bonds of the same series, in authorized denominations, for the principal amount of the unredeemed portion of such Bond or, at the option of the registered owner of such 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.

(j) 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.

(k) All Bonds of 1986 Series which are fully redeemed or retired under the provisions of this Article shall forthwith be canceled and the Trustee shall note on its records the fact of such cancellation and shall deliver the Bonds so canceled to or upon the order of the Company.

Bonds of 1986 Series so redeemed or retired shall not thereafter, so long as any of the Bonds of 1986 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 Sixteenth Supplemental Indenture, except as provided in this Section.

(l) Notice of redemption having been given in the manner hereinabove provided, the Bonds of 1986 Series (or the specified portion of said Bonds) 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 Bond, 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.

ARTICLE FOUR

Other Covenants

Section 1. The Company covenants that, so long as any of the Bonds of 1986 Series shall remain outstanding, such of the provisions, restrictions and limitations of the Original Indenture, other than the provisions of Section 83 thereof, as are expressly stated to be effective so long as any of the Bonds of 1963 Series are outstanding shall also be effective so long as any of the Bonds of 1986 Series are outstanding irrespective of the fact that no Bonds of 1963 Series are outstanding.

The Company covenants that, so long as any of the Bonds of 1986 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 Bonds of 1986 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 said section was heretofore supplemented by the Supplemental Indentures dated as of November 1, 1958, and as of April 1, 1959, respectively, and by the Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth and Fifteenth Supplemental Indentures, are hereby further supplemented by deleting the period at the end thereof and adding thereto the following:

> "or by the holders of at least a majority in amount of the Bonds of 1986 Series at the time outstanding."

Section 3. So long as any Bonds of 1986 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 Bonds of 1986 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of 1986 Series then outstanding shall not be held by less than five (5) registered holders, 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, 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 Bonds of 1986 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 each of the respective Supplemental Indentures, except the Seventh Supplemental Indenture, mentioned in the first and second recitals of this 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 Bonds of the 1978 Series, or any Bonds of the 1979 Series, or any Bonds of 1970 Series, or any Bonds of 1975 Series, or any Bonds of 1980 Series, or any Bonds of the 1982 Series, or any Bonds of Series A due 1975, or any 5¼% Bonds of 1980 Series, or any Bonds of 1984 Series, or any Bonds of 1985 Series, or any Bonds of 1986 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 interest in the gas rights of any gas and/or oil leases or gas mineral rights received by the Company pursuant to the provisions of paragraph D of Section 43 of the Original Indenture in exchange for interest in the gas rights in any gas and/or oil leases or gas mineral rights transferred to others pursuant to said paragraph D (even though in any such case no release or other document be executed and delivered by the Trustee hereunder) shall, for all purposes of the Original Indenture, as Amended, be deemed to have been used to obtain, and to have been made the basis for, the release of property.

ARTICLE FIVE

Miscellaneous Provisions

Section 1. The Original Indenture, as amended and supplemented by all indentures supplemental thereto, including without limitation the Supplemental Indentures dated, respectively, as of June 1, 1948, as of December 30, 1950, as of November 1, 1958, as of April 1, 1959, the Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, and Fifteenth Supplemental Indentures, and as further supplemented and amended by this Sixteenth 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 Sixteenth 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 Sixteenth Supplemental Indenture, have the meaning specified in the Original Indenture, as Amended, unless the text otherwise requires.

SECTION 2. The Trustees accept the trusts created by this Sixteenth 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 Sixteenth Supplemental Indenture. The Trustees shall not be responsible in any manner whatsoever for the recitals herein or in the Bonds (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 Sixteenth Supplemental Indenture or the execution thereof by the Company. In general, each and every term and condition contained in Article Sixteen of the Original Indenture, as Amended, shall apply to this Sixteenth 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 Sixteenth Supplemental Indenture.

SECTION 3. This Sixteenth Supplemental Indenture, including any exhibits annexed hereto, may be simultaneously executed in any number of counterparts and all of said counterparts, executed and delivered each as an original, shall constitute but one and the same instrument; however, certain of said counterparts, for purposes of recording, registering, filing, re-recording, re-registering, refiling and renewing this Sixteenth Supplemental Indenture in such places and in such manner as may be required by law, may include only that exhibit annexed hereto which contains descriptions of the properties, rights, privileges and franchises located in the state where such recording, registering, filing, re-recording, re-registering, refiling and renewing shall be made, and the properties, rights, privileges and franchises described in the other exhibits annexed hereto are included in such certain counterparts by reference only.

SECTION 4. 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 Sixteenth 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 Sixteenth 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 (National Association), in token of its acceptance of the trusts created hereunder, has caused this Sixteenth Supplemental Indenture to be signed in its corporate name by a Vice President or a Second Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, and Mercantile Trust Company National Association, in token of its acceptance of the trusts created hereunder, has caused this Sixteenth Supplemental Indenture to be signed in its corporate name by a Vice President or an Assistant 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

By Wayne Simpson
Wayne Simpson
Vice President

(Corporate Seal)

Attest:

C. G. Freund
C. G. Freund
Secretary

The Chase Manhattan Bank
(National Association)

By F. F. Voorhees
F. F. Voorhees
Second Vice President

(Corporate Seal)

Attest:

G. E. Mangold
G. E. Mangold
Assistant Secretary

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION

By O. A. JOHNSON, JR.
O. A. Johnson, Jr.
Assistant Vice President

(CORPORATE SEAL)

Attest:

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

Signed, sealed and delivered by NATURAL GAS PIPELINE COMPANY OF AMERICA, THE CHASE MANHATTAN BANK (National Association) and MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION in the presence of:

A. M. WEISS
A. M. Weiss

J. W. ALLEN
J. W. Allen

Done and passed before me and in the presence of the above competent witnesses as of the date and year first above written.

BEVERLY G. CROTTEAU
Beverly G. Crotteau
Notary Public

My Commission Expires September 12, 1966.

(NOTARIAL SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify that on this 30th day of August, 1966, 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 that 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.

JOAN P. SIEGLE
Joan P. Siegle
Notary Public

My Commission Expires November 3, 1969.

(NOTARIAL SEAL)

STATE OF ILLINOIS } ss.:
COUNTY OF COOK }

BE IT REMEMBERED, and I do hereby certify that on this 30th day of August, 1966, before me, a Notary Public in and for the County and State aforesaid, personally appeared F. F. VOORHEES, a Second Vice President of THE CHASE MANHATTAN BANK (National Association), New York, New York, a national banking association existing under the laws of the United States of America, and G. E. MANGOLD, 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 Second Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of THE CHASE MANHATTAN BANK (National Association), New York, New York, one of the makers thereof, to the foregoing instrument as its Second 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 (National Association), New York, New York.

And the said F. F. VOORHEES and G. E. MANGOLD, being each duly sworn by me, severally deposed and said: That they reside at 7 Balmiere Parkway, Cranford, New Jersey, and 66-01 Burns Street, Forest Hills, New York, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively a Second 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 that the said instrument was signed by said Second 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.

JOAN P. SIEGLE

Joan P. Siegle
Notary Public

My Commission Expires November 3, 1969.

(NOTARIAL SEAL)

State of Illinois }
County of Cook } ss.:

Be it remembered, and I do hereby certify that on this 30th day of August, 1966, before me, a Notary Public in and for the County and State aforesaid, personally appeared O. A. Johnson, Jr., an Assistant Vice President of Mercantile Trust Company National Association, a national banking association existing under the laws of the United States of America, 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 Assistant Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of Mercantile Trust Company National Association, one of the makers thereof, to the foregoing instrument as its Assistant Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, Mercantile Trust Company National Association.

And the said O. A. Johnson, Jr. and Chas. T. Tooley, being each duly sworn by me, severally deposed and said: That they reside at 2131 Green Slope Drive, St. Louis, Missouri, and 1205 St. Joan Drive, Florissant, Missouri, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively an Assistant 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 that the said instrument was signed by said Assistant Vice President, in pursuance of the power and authority granted him by the by-laws of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Thomas G. Schiro

Thomas G. Schiro
Notary Public

My Commission Expires October 26, 1969.

(Notarial Seal)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

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, as amended, 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 30th day of August, 1966.

THOMAS G. SCHIRO
Thomas G. Schiro
Notary Public

My Commission Expires October 26, 1969.

(NOTARIAL SEAL)

EXHIBIT A

PROPERTIES OF THE COMPANY LOCATED IN THE STATES OF ARKANSAS, IOWA, KANSAS, MISSOURI, NEW MEXICO AND OKLAHOMA NOT HERETOFORE DESCRIBED IN THE ORIGINAL INDENTURE, AS AMENDED

ARKANSAS

General Descriptions of Additions to Pipeline

Main Transmission Lines

Mainline Loop Pipelines

A loop pipeline approximately 13.94 miles in length, beginning at a point on the Company's 30-inch pipeline located in Section 5, T11N, R3W, Jackson County, Arkansas, extending in a northeasterly direction to a point of connection on the Company's 30-inch pipeline in Section 4, T13N, R2W, Jackson County, Arkansas, consisting of approximately 13.94 miles of 30-inch pipe, all in Jackson County, Arkansas.

Descriptions by Reference

1. Pipeline Easements (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Hampstead County:			
Gunter Land and Timber Corp.	4-26-66	309	331
Arthur J. Gray, Jr.	6-23-66	311	237
Paul W. Cornelius	7- 1-66	311	357
Jeff High & J. Claude Self	4-15-66	309	273
Lonoke County:			
Ranford R. Beck, et ux	4- 2-66	M-26	178
Clarence R. Brewster, et ux	4- 6-66	M-26	180
A. M. Brown, et al	3-18-66	M-26	212
Nilah Shurley, et ux	5-16-66	M-26	218
E. L. Bailey, et ux	5-31-66	M-26	225
Nettie Hall Estate	7-13-66	M-26	268

Grantor:	Date of Grant	Recorded Book	Recorded Page
Miller County:			
Mary Elizabeth Edwards	3-23-66	M-8	149
J. M. Addison	4- 1-66	M-8	157
Sturgis Corporation	6- 6-66	M-8	207
Gifford-Hill and Company Inc.	6- 6-66	M-8	185
Patricia Hirsch	5-20-66	M-8	188
Francis T. Folse, et ux	5-11-66	M-8	189
Hallie Lynn Robards	6-17-66	M-8	289
Earl M. Jones	6-22-66	M-8	287
J. Brooks Shults	7- 2-66	M-8	313
Boston Wakin, et al	6-15-66	M-8	275
Pulaski County:			
Mary Napoleon	3-11-66	954	539
G. E. McCain, Jr., et ux	3-19-66	956	83
Claudia Berthe, et al	5- 4-66	961	421
John White, et al	6-16-66	965	503
White County:			
James C. Beard, et ux	3-22-66	45	353
Dottie Blevins	4- 2-66	45	383
Henry F. Street, et ux	4-13-66	45	401
Lloyd Ricks, et ux	4-13-66	45	399
Rose E. Roth	5- 2-66	45	455
M. O. Steward, et ux	5- 3-66	45	463
Dallas Johnson, et ux	5- 4-66	45	461
Osby Burnett, et ux	5- 4-66	45	465
T. O. Pearrow, et ux	5- 4-66	45	467
Anne Elizabeth Rodgers	4-28-66	45	601
Ida Mae Langley, et vir	5- 6-66	45	599
Curtis Davis, et ux	5- 9-66	45	607
C. A. Rackley, et ux	5-13-66	46	3
Phillip Freppon, et ux	5-10-66	46	5
H. O. Geaslin, et ux	5-14-66	46	17
Mrs. Rosa Bennett	5-14-66	46	19
Horace C. Larker, et ux	5-14-66	46	21
Mrs. Stella McNatt	5-12-66	46	23
E. L. Carson, et ux	5-20-66	46	39
Winsel C. Bennett, et ux	5-25-66	46	57
A. L. Sheridan, et ux	5- 5-66	46	83
Wayne Huntsman, et ux	6- 3-66	46	81
Abbie E. Solon, et al	5-18-66	46	85
Harold V. Huntsman, et ux	6- 3-66	46	91
Oma Roetzel, et al	6- 7-66	46	97
Elfred Biggs, et al	6-13-66	46	95
George B. Bright, et ux	6-23-66	46	105
Walter D. Hart, et ux	6-24-66	46	117

Grantor:	Date of Grant	Recorded Book	Recorded Page
White County (Continued):			
Vernon E. Hart, et ux	6-25-66	46	115
E. P. Pyeatt, et al	6-24-66	46	131
W. M. Westmorland, et al	7- 1-66	46	137
John A. Henson Estate	6-28-66	46	141
The Commercial National Bank of Little Rock, Trustee under Will of Joe E. Collison, Dec'd	6-28-66	46	139
Bertha Newman, et al	6-25-66	46	149
Arkansas Power & Light Company	7-15-66	46	171
Paul Morris, et al	7- 8-66	46	176
Paul E. Bauer	7- 8-66	46	179
Donald E. Adams, et ux	7- 9-66	46	181
Everett Lee Anderson, et ux	7-13-66	46	183

2. Easements for Roadways (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Jackson County:			
Chester L. Knox, et ux	4-30-66	138	477
Inas Lee Gray, et ux	4-30-66	138	476

IOWA

General Descriptions of Additions to Pipeline

Lateral Pipelines

Kalona Lateral

A 3-inch pipeline 0.09 miles in length, beginning at a point on the Company's 26-inch mainline in Section 30, T76N, R7W, Washington County, Iowa and extending in a southerly direction to Company's meter site in Section 30, T76N, R7W, Washington County, Iowa.

Leighton Lateral

A 3-inch pipeline 0.13 miles in length, beginning at a point on the Company's 36-inch mainline in Section 14, T75N, R17W, Mahaska County, Iowa and extending in a northwesterly direction to Company's meter site in Section 14, T75N, R17W, Mahaska County, Iowa.

St. Charles Lateral

A 3-inch pipeline 0.04 miles in length, beginning at a point on the Company's 24-inch mainline in Section 12, T74N, R26W, Madison County, Iowa and extending in a northerly direction to Company's meter site in Section 12, T74N, R26W, Madison County, Iowa.

Tracy Lateral

A 3-inch pipeline 0.10 miles in length, beginning at a point on the Company's 24-inch mainline in Section 24, T75N, R18W, Marion County, Iowa, and extending in a southeasterly direction to Company's meter site in Section 24, T75N, R18W, Marion County, Iowa.

Green Valley Lateral

A 3-inch pipeline 0.06 miles in length, beginning at points on the Company's 3-inch and 4-inch Creston Laterals in Section 18, T73N, R30W, Union County, Iowa, and extending in a northwesterly direction to Company's meter site in Section 18, T73N, R30W, Union County, Iowa.

GATHERING SYSTEMS

Cairo Storage Project Gathering System

Additional gathering lines to Company's Cairo Storage Project Gathering System in Louisa County, State of Iowa, consisting of 0.65 miles of 6-inch pipe.

Keota Storage Project Gathering System

Additional gathering lines to Company's Keota Storage Project Gathering System in Washington County, State of Iowa, consisting of 0.02 miles of 4-inch pipe and 1.19 miles of 6-inch pipe.

DESCRIPTIONS BY REFERENCE

1. PIPELINE EASEMENTS (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Marion County:			
Iowa Power and Light Company	3-30-66	QQ	146
Union County:			
Green Valley Chemical Corporation	2-25-66	353	430
Washington County:			
Raymond Coon	6- 8-62	41	565

2. EASEMENTS FOR ROADWAYS (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Louisa County:			
Gale E. Smith	12-13-65	254	214
R. W. Partington, et ux	6- 2-66	240	622
Jerry K. Ball, et ux	6- 2-66	240	623
James H. Marshall, et ux	6- 2-66	240	624
James H. Marshall, et ux	6- 2-66	240	621
Muscatine County:			
J. Allen McCleary	2-15-66	137	62
Washington County:			
Elta M. Green	9-13-65	41	466

3. GAS STORAGE AND WELL SITE EASEMENT (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Washington County:			
Chicago, Rock Island & Pacific	3-18-66	42	1

4. SURFACE EASEMENT (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Union County:			
Green Valley Chemical Corp.	2-25-66	353	432

KANSAS

GENERAL DESCRIPTIONS OF ADDITIONS TO PIPELINE

MAIN TRANSMISSION LINES

Cimarron River Crossing

A loop pipeline approximately 1.57 miles in length, beginning at a point on the Company's 36-inch pipeline located in Section 9, T35S, R29W, Meade County, Kansas, extending in a northeasterly direction to a point of connection on the Company's 36-inch pipeline in Section 3, T35S, R29W, Meade County, Kansas, consisting of approximately 1.57 miles of 36-inch pipe, all in Meade County, Kansas.

MISSOURI

DESCRIPTIONS BY REFERENCE

1. PIPELINE EASEMENTS (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Bollinger County:			
Edward H. Thele, et ux	3-28-66	156	296
Oscar Cato	4- 5-66	156	297
William Spooler	4- 6-66	156	311
Glen A. Thiele, et ux	4-20-66	156	317
Ben Gibson	4-14-66	156	322
Arthur C. Kelly, et ux	4-19-66	156	323
Milford E. Bollinger, et ux	5-11-66	156	326
Missouri Conservation Commission	5- 4-66	156	417
Cape Girardeau County:			
Hoover Maintez, et ux	4- 2-66	250	211
Fred H. Bruihil, et ux	4- 4-66	250	209
Herbert Werner, et ux	4- 7-66	250	251
Milton E. Haertling, et ux	4-11-66	250	343
John E. Howard, et ux	4-13-66	250	341
W. D. Mouser, et ux	4-13-66	250	345
Oswald Pfeiffer, et ux	5- 3-66	250	661
Earl Wills, et ux	5- 3-66	251	1
Earl Wills, et ux	5-10-66	251	3
Truman B. Statler, et al	6-22-66	251	719

NEW MEXICO

GENERAL DESCRIPTIONS OF ADDITIONS TO PIPELINE

MAIN TRANSMISSION LINES

Permian Basin Pipeline

A pipeline approximately 44.46 miles in length, beginning at a point in Section 23, T31S, R23E, Eddy County, New Mexico, extending in a northeasterly direction to a point in Section 13, T17S, R29E, Eddy County, New Mexico, consisting of approximately 44.46 miles of 20-inch pipe, all in Eddy County, New Mexico.

Lateral Pipelines

Dagger Draw Lateral

A 6-inch pipeline 0.58 miles in length, beginning at a point on the Company's 20-inch Permian Basin pipeline in Section 7, T20S, R25E, Eddy County, New Mexico, and extending westerly to the Company's meter site in Section 12, T20S, R24E, Eddy County, New Mexico.

Descriptions by Reference

1. Pipeline Easements (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Eddy County:			
Dora J. Warne	8-17-65	191	124
Kathryn S. Buchanan	12- 7-65	191	471
Lucy B. Bell	1-17-66	191	544
Marathon Oil Company	1-21-66	192	12
Marathon Oil Company	1-24-66	192	31

2. Surface Easements for Meter Sites (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page
Eddy County:			
Marathon Oil Company	1-24-66	192	33
Marathon Oil Company	1-24-66	192	34

OKLAHOMA

General Description of Additions to Pipeline

Gathering Systems

Camrick Gathering System

Additional gathering lines to Company's Camrick Gathering System in Texas County and Beaver County, State of Oklahoma, consisting of 3.31 miles of 4-inch pipe.

Hooker Area Gathering System

Additional gathering lines to Company's Hooker Area Gathering System in Texas County, State of Oklahoma, consisting of 0.12 miles of 4-inch pipe and 0.75 miles of 6-inch pipe.

North Custer City Area Gathering System

Additional gathering lines to Company's North Custer City Area Gathering System in Custer County, State of Oklahoma, consisting of 0.54 miles of 4-inch pipe.

South Taloga Gathering System

Additional gathering lines to Company's South Taloga Gathering System in Dewey County, State of Oklahoma, consisting of 3.65 miles of 4-inch pipe.

SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. PIPELINE EASEMENTS (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page	Description
Beaver County:				
Ed Ollenberger, et ux..	11-19-65	289	154	SE¼ of Sec. 28 and the NW¼ of Sec. 34, all in T 2N-21ECM.
Fannie A. Delano.....	11-16-65	289	156	NE¼ Sec. 34-2N-21 ECM.
Edith Zongker, et vir..	11-26-65	289	571	E½ NE¼ Sec. 33-2N-21ECM.
E. J. Neufeld, et al....	11-17-65	289	568	N¼ NW¼, S½ NW½, and S½ SE¼ all in Sec. 28-2N-21ECM.
Dewey County:				
Francis Mosteller, et ux	4-21-66	170	61	SE¼ Sec. 30-18N-16WIM.
Earl M. Fields, et ux..	4-27-66	170	63	SE¼ Sec. 36-18N-17WIM.
Carol M. Fields, et ux.	4-27-66	170	65	SW¼ Sec. 31-18N-16WIM.
William E. Wells, et ux	5- 3-66	170	67	50′ wide r.o.w. across W½ Sec. 6-17N-16WIM.
W. L. Ben Wells, et ux.	5- 2-66	170	69	50′ wide r.o.w. across SE¼ of Sec. 6-17N-16WIM.

2. Easements for Gathering System (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page	Description
Beaver County:				
M. L. Wilson, et ux...	11-18-65	289	158	W½ SE¼ Sec. 34-2N-21 ECM.
Orlan and Clifton Bell..	12- 9-65	290	107	NE¼ Sec. 3-1N-21 ECM.
Custer County:				
Hope Wilmeth	11- 2-65	190	398	50′ wide r.o.w. across SW¼ (ex. 7 acres out of SW¼ of SW¼) Sec. 16-15N-16WIM.
Dewey County:				
Nettie A. Boggess.....	4-22-66	170	57	SW¼ Sec. 29-18N-16WIM.
Wilson F. Zieber, et ux	4-27-66	170	59	SW¼ Sec. 5-17N-16WIM.
Texas County:				
Norman A. Fischer, et al	3- 7-66	382	370	N½ Sec. 26-5N-16ECM.

3. Easements for Meter Sites and Roadway Sites (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated).

Grantor:	Date of Grant	Recorded Book	Recorded Page	Description
Harper County:				
Robert A. Smith.....	5-18-66	177	409	A parcel of lnd in Sec. 24-25N-21WIM d.a.f. Beg. at a pt. 129′ W and 1,501′ N of SE Corner of Sd. Sec. 24; thence W 14′; thence N 33′; thence E 14′; thence S 33′ to p.o.b. cont. .01 acres m.o.l.; and A parcel of lnd in Sec. 24-25N-21WIM d.a.f. Beg. at a pt. 1,501′ N of SE Corner (on E ln. of sd. Sec.) of sd. Sec. 24; thence W 173′; thence S 15′; thence E parl. with existing fence 173′; thence N 15′ to p.o.b. cont. .05 acres m.o.l.

Grantor:	Date of Grant	Recorded Book	Page	Description
Washita County:				
Wesley H. Flaming, et ux	6-23-66	365	165	A parcel of lnd in Sec. 5-10N-15WIM d.a.f. Beg. at a pt. 878′ E of NW Corner of sd. Sec. 5; thence S 69′; thence E 75′; thence N 69′; thence W 75′ to p.o.b. cont. 0.12 acres m.o.l.

3. Sayre Storage Lease (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the County designated).

Grantor:	Date of Grant	Recorded Book	Page	Description
Beckham County:				
Oklahoma Natural Gas Company	2-15-66	212	563	Sec's 14, 15, 16, 20, 21, 22, 23, 24, 26, 27, 28, 29, E½ 19, N½ 25 and E½ 30 all in 9N-23WIM, cont. 8640 acres m.o.l.