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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Fee #13.50

FOR RELEASE OF ANNEXED MORTGAGE SEE MORTGAGE RECORD 152 PAGE 1

NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

THE CHASE MANHATTAN BANK
(National Association)

AND

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION,
AS TRUSTEES

# Seventeenth Supplemental Indenture

DATED AS OF NOVEMBER 1, 1966.

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

**(This instrument contains after acquired property provisions.)**

THE GUNTHORP-WARREN PRINTING COMPANY, CHICAGO

**This Seventeenth Supplemental Indenture,** dated as of November 1, 1966, between **NATURAL GAS PIPELINE COMPANY OF AMERICA**, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called "Natural" and sometimes called the "Successor Corporation"), party of the first part, and **THE CHASE MANHATTAN BANK** (National Association), formerly The Chase Manhattan Bank, (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:

WHEREAS, simultaneously with the execution of this Seventeenth Supplemental Indenture, Natural has acquired from Chicago District Pipeline Company (hereinafter sometimes called "Chicago District" and sometimes called the "Other Corporation"), a corporation organized and existing under the laws of the State of Illinois, all of its property, business and good will (hereinafter called the "Other Corporation Divisional Property"), all of which properties are located within the State of Illinois; and

WHEREAS, all of the Other Corporation Divisional Property, together with all additions, extensions, improvements, repairs and replacements to or about said properties, are subject to the lien of the Mortgage and Deed of Trust from Chicago District to The Northern Trust Company, as Trustee, dated as of November 15, 1949, as amended and supplemented by Supplemental Indentures dated as of June 1, 1955, as of January 1, 1958, and as of December 1, 1960 (which Mortgage and Deed of Trust and said Supplemental

Indentures are hereinafter called the "Other Corporation Divisional Mortgage"), given to secure the payment of the First Mortgage Sinking Fund Bonds of Chicago District, of which there were outstanding at the date hereof the following principal amounts of Bonds:

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|---|---|
| 3% Series A, due November 15, 1970 | $1,485,000 |
| 3½% Series B, due June 1, 1975 | 1,750,000 |
| 4½% Series C, due January 1, 1978 | 3,300,000 |
| 5% Series D, due December 1, 1980 | 8,470,000 |

and the due and punctual payment of the principal, interest and premium, if any, thereon has been assumed by Natural as the Successor Corporation; and

Whereas, the said Other Corporation Divisional Mortgage will not, by its terms, constitute or become a lien upon any of the properties or franchises of Natural (Natural Divisional Property); and

Whereas, the principal properties and franchises of Natural and of the Other Corporation, owned by Natural and such Other Corporation, respectively, immediately prior to such acquisition are physically separable and constitute readily identifiable units or divisions of Natural; and

Whereas, in order to constitute the Other Corporation Divisional Property "Excepted Property," as that term is defined in paragraph J of the Indenture of Mortgage and Deed of Trust from Natural to The Chase National Bank of the City of New York (now The Chase Manhattan Bank (National Association), formerly The Chase Manhattan Bank, successor by merger to The Chase National Bank of the City of New York), as Trustee, dated as of November 1, 1945, (herein called the "Original Indenture"), as amended by Section 1 of Article Five of an indenture supplemental thereto, dated as of November 1, 1958 (herein called the "Supplemental Indenture"), Natural desires to execute and deliver to the Trustees a supplemental indenture in the form provided by sub-paragraph C of Section 149 of the Original Indenture, as amended by Section 3 of Article Five of the Supplemental Indenture (the Original Indenture, the Supplemental Indenture, and each of the other indentures supplemental to the Original Indenture now in effect being hereinafter sometimes referred to as the "Indenture");

Now, Therefore, This Seventeenth Supplemental Indenture Witnesseth, that in order to confirm the lien of the Original Indenture as a first lien on all of the Natural Divisional Property, as that term is defined in clause (iii) of Section 148 of the Original Indenture, as amended by Section 2 of Article Five of the Supplemental Indenture, and for and in consideration of the sum of One Dollar ($1.00) duly paid to Natural by the Trustees at or before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, Natural has executed and delivered this Seventeenth Supplemental Indenture and by these presents does hereby grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm and warrants unto the Trustees all of the property, rights, privileges and franchises which are owned by Natural at the date of this Seventeenth Supplemental Indenture and all after-acquired property, rights, privileges and franchises, including all of the property, rights, privileges and franchises, collectively, which are described in the Original Indenture and in indentures supplemental thereto heretofore executed and delivered by Natural (other than such of said property, rights, privileges and franchises so described thereafter disposed of by Natural and not owned by it at the date of this Seventeenth Supplemental Indenture and other than property of the character embraced within the definition of Excepted Property, as defined in the Original Indenture, as amended, including in such Excepted Property the property of Chicago District acquired by Natural simultaneously with the execution of this Seventeenth Supplemental Indenture), consisting of the Natural Divisional Properties, the conveyance of which is expressly confirmed, as a first lien on all of the Natural Divisional Property (hereinafter sometimes referred to as 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 Indenture and this Seventeenth 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 Natural 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 Natural to other persons prior to the delivery of this Seventeenth 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 Natural, 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 Seventeenth 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 Seventeenth Supplemental Indenture and as may hereafter be further amended and duly issued by Natural, 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 Seventeenth 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), Natural 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.

Section 1. Natural, as the Successor Corporation, undertakes, covenants and agrees as follows:

A. To keep the Natural Divisional Property, as far as practicable, readily identifiable as a separate unit or division of the property of Natural, but only so long as other units or divisions of the property of Natural remain subject to the lien of the Other Corporation Divisional Mortgage;

B. That Natural will not take any action relating to the issuance of bonds, or the withdrawal of cash (aggregating in excess of $100,000 in any calendar year), on the basis of Property Additions under the Original Indenture, as amended, or under any Other Corporation Divisional Mortgage, unless it shall deposit with the Trustee hereunder, prior to or simultaneously with the taking of the contemplated action, Certificates in the nature of the certificates required to be given by

Natural under sub-paragraphs A, B and C of Section 148 of the Original Indenture, as amended, with appropriate variations to reflect the action to be taken, provided, however, that the Engineer's Certificate described in sub-paragraph A of Section 148, as amended, need not be made by an Independent Engineer, and the Certificate in the nature of that required to be given under sub-paragraph C shall reflect the earnings and charges (or other information required to be set forth in an Earnings Certificate) of Natural for a period of 12 consecutive calendar months within the 15 calendar months immediately preceding the calendar month in which the contemplated action is to be taken, and in the event that the beginning of said 12-month period shall be earlier than the time of succession, the earnings, charges and other information of the constituent corporations shall be included for such portion of the 12-month period as shall precede the time of succession.

C. To enter into a supplemental indenture containing the grant, conveyance, transfer and mortgage described in paragraph A of Section 149 of the Original Indenture, as amended by the Supplemental Indenture, as soon as practicable after the lien of the Other Corporation Divisional Mortgage has been released.

The provisions of Paragraphs A and B of this Section 1 of this Supplemental Indenture shall be inapplicable and shall terminate and become void and of no effect upon Natural and the Trustees entering into a supplemental indenture containing the grant, conveyance, transfer and mortgage described in Paragraph C of this Section 1.

Section 2. Natural, as the Successor Corporation, hereby reaffirms its obligation punctually to make all the payments and to perform and observe all the covenants and conditions of the Indenture which are to be made, performed or observed by Natural.

Section 3. The Trustees accept the trusts created by this Seventeenth 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 Seventeenth Supplemental Indenture. The Trustees shall not be responsible in any manner whatsoever for the recitals herein, all of which are made by Natural solely; nor shall the Trustees be responsible for or in respect of the validity or sufficiency of this Seventeenth Supplemental Indenture or the execution thereof by Natural. In general, each and every term and condition contained in Article Sixteen of the Original Indenture, as amended, shall apply to this Seventeenth 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 Seventeenth Supplemental Indenture.

Section 4. This Seventeenth Supplemental Indenture 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.

In Witness Whereof, Natural Gas Pipeline Company of America has caused this Seventeenth 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 Seventeenth 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 Seventeenth 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 C. G. FREUND
C. G. Freund
*Vice President*

(CORPORATE SEAL)

Attest:

J. L. MARTIN
J. L. Martin
*Assistant Secretary*

THE CHASE MANHATTAN BANK
(National Association)

By F. F. VOORHEES
F. F. Voorhees
*Second Vice President*

(CORPORATE SEAL)

Attest:

D. E. ROUNDY
D. E. Roundy
*Assistant Secretary*

MERCANTILE TRUST COMPANY
NATIONAL ASSOCIATION

By H. W. GREEN
H. W. Green
*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:

J. W. ALLEN
J. W. Allen

A. M. WEISS
A. M. Weiss

Done and passed before me and in the presence of the above competent witnesses as of the date 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 1st day of November, 1966, before me, a Notary Public in and for the County and State aforesaid, personally appeared C. G. Freund, a Vice President of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, and J. L. Martin, 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 NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, 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, NATURAL GAS PIPELINE COMPANY OF AMERICA.

And the said C. G. Freund and J. L. Martin, being each duly sworn by me, severally deposed and said: That they reside at 25 Portshire Drive, Lincolnshire, Illinois, and 2117 Payne Street, Evanston, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively a Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted him by the by-laws of said corporation, 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.

FRANK J. ROSE
Frank J. Rose
*Notary Public*

My Commission Expires October 8, 1969.

(NOTARIAL SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

BE IT REMEMBERED, and I do hereby certify that on this 1st day of November, 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 D. E. Roundy, 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 D. E. Roundy, being each duly sworn by me, severally deposed and said: That they reside at 7 Balmiere Parkway, Cranford, New Jersey, and 4 Vera Place, Montclair, New Jersey, 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 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.

FRANK J. ROSE

Frank J. Rose
*Notary Public*

My Commission Expires October 8, 1969.

(NOTARIAL SEAL)

State of Illinois }
County of Cook } ss.

Be it Remembered, and I do hereby certify that on this 1st day of November, 1966, before me, a Notary Public in and for the County and State aforesaid, personally appeared H. W. Green, a 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 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 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 H. W. Green and Chas. T. Tooley, being each duly sworn by me, severally deposed and said: That they reside at 12329 Tempo Drive, Creve Coeur, 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.

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, C. G. Freund, 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.

C. G. FREUND
C. G. Freund

Subscribed and sworn to before me this 1st day of November, 1966.

THOMAS G. SCHIRO
Thomas G. Schiro
*Notary Public*

My Commission Expires October 26, 1969.

(NOTARIAL SEAL)