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FOR RELEASE OF ANNEXED MORTGAGESEE  
MORTGAGE RECORD 152 PAGE L

**NATURAL GAS PIPELINE COMPANY  
OF AMERICA**

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**TO**

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✓  
**THE CHASE MANHATTAN BANK (National Association),**

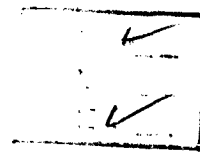
MARY E. WELTY  
RECORDER  
MADISON COUNTY, IOWA

**MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION**

*Fee 71 50*

**AND**

**E. L. LOSER,  
AS TRUSTEES**



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**Twentieth Supplemental Indenture**

**DATED AS OF JULY 30, 1969**

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

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

**This Twentieth Supplemental Indenture** dated as of July 30, 1969, 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, **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 and **E. L. LOSER** of the City of New York, New York (hereinafter called, respectively, the "Trustee," the "Missouri Trustee," the "Individual Co-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, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Supplemental Indentures (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, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Supplemental Indentures being hereinafter collectively called the "Original Indenture, as Amended," and such Original Indenture, as Amended, as supplemented by this Twentieth Supplemental Indenture executed and delivered by the Company to The Chase Manhattan Bank (National Association), Mercantile Trust Company National Association and E. L. Loser, as Trustees, being hereinafter collectively called the "Indenture"); and

WHEREAS, 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, in order to conform to the legal requirements of the State of Oklahoma and any other State in which the property of the Company may be located and which may have similar legal requirements, the Company and the Trustee, pursuant to authority granted in the Original Indenture, as amended, have heretofore executed an Instrument of Appointment under which E. L. Loser has been appointed the Individual Co-Trustee under the Original Indenture, as amended and supplemented, with such powers, rights and duties and with such limitations as are specified in said Instrument of Appointment; and

WHEREAS, the Company has heretofore issued under the Original Indenture, as Amended, sixteen several series of its First Mortgage Pipeline Bonds in the aggregate principal amount of \$432,556,000, of which, at the close of business on July 30, 1969, there were outstanding an aggregate principal amount of \$283,151,000 of said Bonds, constituting portions of thirteen of said series; 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 Twentieth Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 8 $\frac{1}{8}$ % Series due 1989 (hereinafter called the "Bonds of 1989 Series"), and to issue an aggregate of \$50,000,000 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 Twentieth Supplemental Indenture are authorized by the provisions of Section 163 of the Original Indenture; and

WHEREAS, the text of the Bonds of 1989 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  
8 $\frac{1}{8}$ % SERIES DUE 1989  
DUE AUGUST 1, 1989

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 August, 1989, 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 8 $\frac{1}{8}$ % per annum, payable 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 the first day of February and of August in each year until the principal hereof shall have become due and payable, the first interest payment date being February 1, 1970, 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 hereof per annum. The interest so payable on any interest payment date (February 1 or August 1, as the case may be) will, so long as there is no existing default in the payment of interest and except for the payment of defaulted interest, be paid to the person in whose name this Bond is registered at the close of business on the respective Record Date, the January 15 or July 15, as the case may be, next preceding such interest payment date, or, if such day is not a business day, then the business day next preceding such day. Defaulted interest shall be paid to the person in whose name this Bond is registered at the close of business on a subsequent Record Date, which shall not be less than five (5) days prior to the date of payment of such defaulted interest, established by notice given by mail by or on behalf of the Company to the person in whose name this Bond is then registered and to the Trustee not less than ten (10) days preceding such subsequent Record Date.

This Bond is continued on the reverse side hereof and the additional provisions there set forth shall for all purposes have the same effect as if set forth at this place.

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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, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth and Twentieth Supplemental Indentures under which The Chase Manhattan Bank (National Association), Mercantile Trust Company National Association and E. L. Loser 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 66 $\frac{2}{3}$ % in principal amount of the Bonds then

outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in the Indenture); *provided, however*, that without the consent of the holder hereof no such change or modification shall permit the reduction of the principal or the extension of the maturity of the principal of this Bond or the reduction in the rate of interest hereon or premium, if any, or any other modification of the terms of payment of such principal, interest or premium, if any, or the creation of any lien ranking prior to, or on a parity with, the lien of the Indenture with respect to the Trust Estate or any part thereof, or the depriving of the holder hereof of a lien upon the Trust Estate for the security of this Bond, or shall reduce the percentage of Bonds required for the adoption of changes or modifications as aforesaid. 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, 8 $\frac{1}{8}$ % Series due 1989."

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 Twentieth Supplemental Indenture, dated as of July 30, 1969, 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 August 1, 1974, 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 8.15% per annum. Such several optional redemption prices (expressed in percentages of principal amount) applicable during the twelve month periods ending July 31 in the years indicated below, are as follows:

|            |         |            |         |
|------------|---------|------------|---------|
| 1970 ..... | 107.88% | 1980 ..... | 103.73% |
| 1971 ..... | 107.46% | 1981 ..... | 103.32% |
| 1972 ..... | 107.05% | 1982 ..... | 102.90% |
| 1973 ..... | 106.63% | 1983 ..... | 102.49% |
| 1974 ..... | 106.22% | 1984 ..... | 102.07% |
| 1975 ..... | 105.80% | 1985 ..... | 101.66% |
| 1976 ..... | 105.39% | 1986 ..... | 101.24% |
| 1977 ..... | 104.97% | 1987 ..... | 100.83% |
| 1978 ..... | 104.56% | 1988 ..... | 100.41% |
| 1979 ..... | 104.14% | 1989 ..... | 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 August 1, 1974, and on August 1 in each year thereafter, to and including August 1, 1988, through the operation of the sinking fund, the terms and provisions of which are set forth in the Twentieth Supplemental Indenture, dated as of July 30, 1969, 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 Twentieth Supplemental Indenture, dated as of July 30, 1969, 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 ..... President

Attest:

.....  
Secretary

## (Form of Trustee's Certificate of Authentication)

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

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

By .....  
*Authorized Officer*

and

WHEREAS, all acts and things necessary to make the Bonds of 1989 Series, when authenticated by the Trustee and issued as in the Original Indenture, as Amended, and in this Twentieth 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 Twentieth Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, THIS TWENTIETH 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 sealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Twentieth 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 and in the documents listed in the exhibits entitled Illinois Exhibit, Oklahoma Exhibit, Texas Exhibit, and Exhibit A (containing descriptions of property located in Arkansas, Iowa, Kansas, Louisiana, Missouri, Nebraska and New Mexico), 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 Twentieth 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 Twentieth 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 and the Individual Co-Trustee of the Trust Estate, to the provisions contained in the Indenture and in the instruments of appointment appointing the Missouri Trustee and the Individual Co-Trustee.

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture, as Amended, and in this Twentieth 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 Twentieth 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 Twentieth 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 any of them hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom.

## ARTICLE ONE

### CREATION OF BONDS OF 1989 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, 8 $\frac{1}{8}$ % Series due 1989" (herein referred to as "Bonds of 1989 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of 1989 Series shall be limited to \$50,000,000 (exclusive of Bonds authenticated and delivered upon denominational or other exchanges and transfers pursuant to this Article One and to Article Two of the Indenture, and Bonds authenticated and delivered pursuant to Section 14 of the Original Indenture). The Bonds of 1989 Series shall be issuable only as fully registered Bonds without coupons, shall bear interest at the rate of 8 $\frac{1}{8}$ % per annum and shall mature on the first day of August, 1989. All Bonds of 1989 Series shall be dated as provided in Section 7 of the Indenture, as amended by Article Five of the Nineteenth Supplemental Indenture, and so long as there is no existing default in the payment of interest upon the Bonds of 1989 Series, any Bond of 1989 Series issued after the close of business on any Record Date, as hereinafter defined, with respect to any interest payment date (February 1 or August 1, as the case may be) and prior to such interest payment date, shall be dated as of such interest payment date, provided, however, that if and to the extent that the Company shall default in the payment of interest due on such interest payment date, then any such Bond of 1989 Series shall bear interest from the February 1 or August 1, as the case may be, being the interest payment date for Bonds of 1989 Series to which interest has previously been paid or made available for payment on the outstanding Bonds of said series, or if the Company shall default in the payment of interest on the first interest payment date for Bonds of 1989 Series, then from August 7, 1969. Except as aforesaid, all Bonds of 1989 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 February and August in each year, the first interest payment date being February 1, 1970. 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  $8\frac{1}{8}\%$  per annum. The Bonds of 1989 Series shall be issued in denominations of \$1,000, and any multiple of \$1,000, and in 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. The principal of the Bonds of 1989 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; the interest on the Bonds of 1989 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, the City of New York; and both the principal and interest shall be payable 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 1989 Series shall be subject to redemption as provided in Article Two of this Twentieth 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 Twentieth Supplemental Indenture.

So long as there is no existing default in the payment of interest on the Bonds of 1989 Series, the interest payable on any interest payment date shall be paid to the person in whose name any Bond of such Series is registered at the close of business on the Record Date with respect to such interest payment date, and such person shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of any such Bond on any exchange or transfer of registration thereof subsequent to the Record Date and prior to such interest payment date, except as and to the extent the Company shall default in the payment of interest due on such interest payment date, in which event such defaulted interest shall be paid to the person in whose name each Bond is registered at the close of business on a subsequent Record Date, which shall not be less than five (5) days prior to the date of payment of such defaulted interest, established by notice given by

mail by or on behalf of the Company to the persons in whose names such Bonds are registered and to the Trustee not less than ten (10) days preceding such subsequent Record Date.

The term "Record Date" as used herein with respect to any interest payment date (February 1 or August 1, as the case may be) shall mean the fifteenth day of January or the fifteenth day of July, as the case may be, next preceding such interest payment date, or, if such fifteenth day of January or fifteenth day of July is not a business day, the business day next preceding such fifteenth day of January or fifteenth day of July, or with respect to the payment of defaulted interest, the subsequent Record Date established by the Company as herein above provided.

As used in this Section 1, the term "default in the payment of interest" means failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by Article Thirteen of the Original Indenture, as Amended.

All of the Bonds of 1989 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 Twentieth Supplemental Indenture. The definitive Bonds of 1989 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed Bonds of 1989 Series are ready for delivery, temporary Bonds of said Series may be issued, authenticated and delivered as provided in the Indenture. Such Bonds of 1989 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of 1989 Series in definitive form, include a reference to this Twen-

tieth 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 Twentieth Supplemental Indenture, all definitive Bonds of 1989 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 1989 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 1989 Series may be registered and transferred as provided in the Original Indenture for the registration and transfer of registered Bonds without coupons 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 1989 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 1989 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 1989 Series in the aggregate principal amount of \$50,000,000 may forthwith, upon the execution and delivery of this Twentieth 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 com-

pliance with the provisions of Article Five or Article Six of the Original Indenture, as Amended.

## ARTICLE TWO

### REDEMPTION OF BONDS OF 1989 SERIES

SECTION 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of 1989 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 1989 Series may not be so redeemed at the option of the Company prior to August 1, 1974, 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 8.15% per annum. The redemption prices, in the case of redemption of Bonds of 1989 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 July 31 in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

|            |         |            |         |
|------------|---------|------------|---------|
| 1970 ..... | 107.88% | 1980 ..... | 103.73% |
| 1971 ..... | 107.46% | 1981 ..... | 103.32% |
| 1972 ..... | 107.05% | 1982 ..... | 102.90% |
| 1973 ..... | 106.63% | 1983 ..... | 102.49% |
| 1974 ..... | 106.22% | 1984 ..... | 102.07% |
| 1975 ..... | 105.80% | 1985 ..... | 101.66% |
| 1976 ..... | 105.39% | 1986 ..... | 101.24% |
| 1977 ..... | 104.97% | 1987 ..... | 100.83% |
| 1978 ..... | 104.56% | 1988 ..... | 100.41% |
| 1979 ..... | 104.14% | 1989 ..... | 100.00% |

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of 1989 Series may be redeemed at any time, as provided in the Original Indenture and in this Twentieth 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 1989 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 Twentieth Supplemental Indenture.

SECTION 2. In case of redemption of Bonds of 1989 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 1989 Series to be redeemed shall be prorated among the holders of the Bonds of 1989 Series in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of 1989 Series outstanding on the date of selection. The portion of any Bonds of 1989 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 1989 Series.

### ARTICLE THREE

#### SINKING FUND FOR BONDS OF 1989 SERIES

SECTION 1. (a) For the purpose of this Article, the first day of August, 1974, and the first day of August in each year thereafter, to and including August 1, 1988, 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 August 1, 1974, create and, so long as any of the Bonds of 1989 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of 1989 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 1989 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire at the Sinking Fund Redemption Price hereinafter defined, \$3,125,000 principal amount of Bonds of 1989 Series, annually on August 1, 1974, and on August 1 in each year thereafter to and including August 1, 1988.

(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 1989 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 1989 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 1989 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 1974, 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 August 1, 1991, or will be a specified date earlier than August 1, 1991. 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 1976, 1979, 1982, 1985 and 1988 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 August 1, 1991, 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 natural gas reserves which are, or are reasonably expected to be, proven (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 August 1, 1991, 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 1989 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 August 1, 1991, 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 1989 Series theretofore retired for or through the Sinking Fund shall exceed the difference between \$50,000,000 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, August 1, 1989 shall be deemed to be an original Sinking Fund Payment Date and \$3,125,000 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 1989 Series then outstanding; and the Company may utilize for such purpose Bonds of 1989 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 1989 Series, as provided in Subdivision (h) of this Section.

On any Sinking Fund Payment Date, no more Bonds of 1989 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 1989 Series at the time required to be retired by the provisions of this Section plus such additional principal amount of Bonds of 1989 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 1989 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) On a date sixty (60) days prior to each Sinking Fund Payment Date (hereinafter referred to as the "60 day determination date"), the Company will deliver a statement to the Trustee stating (1) the aggregate of the principal amount of Bonds of 1989 Series which the Company is required to retire on such Sinking Fund Payment Date and the additional principal amount of the Bonds of 1989 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 1989 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 1989 Series outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of 1989 Series, at the applicable Sinking Fund Redemption Price, in a principal amount equal to the amount set forth in the statement.

(i) The Trustee shall apply the Sinking Fund Cash to the redemption of Bonds of 1989 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 1989 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 1989 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 1989 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 1989 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 1989 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 1989 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 1989 Series so redeemed or retired shall not thereafter, so long as any of the Bonds of 1989 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 Twentieth Supplemental Indenture, except as provided in this Section.

(l) Notice of redemption having been given in the manner hereinabove provided, the Bonds of 1989 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 1989 Series shall remain outstanding, such of the provisions, restrictions and limitations of the Original Indenture, except as the same may have been amended, and 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 1989 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 1989 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 1989 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, Fifteenth, Sixteenth, Eighteenth and Nineteenth 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 1989 Series at the time outstanding.”

SECTION 3. So long as any Bonds of 1989 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 1989 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of 1989 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 1989 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 and Seventeenth Supplemental Indentures, 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 5 $\frac{1}{4}$ % Bonds of 1980 Series, or any Bonds of 1984 Series, or any Bonds of 1985 Series, or any Bonds of 1986 Series, or any Bonds of 1987 Series, or any Bonds of August 1987 Series or any Bonds of the 1989 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, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Supplemental Indentures, and as further supplemented by this Twentieth Supplemental Indenture, is hereby ratified and confirmed, and shall be read, taken and construed as one and the same instrument. Neither the execution of this Twentieth 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 Twentieth 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 Twentieth 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 supplemented in this Twentieth 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 Twentieth 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 Twentieth 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 Twentieth Supplemental Indenture.

SECTION 3. This Twentieth Supplemental Indenture, including the 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.

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 Twentieth 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 Twentieth 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 Twentieth 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 Twentieth 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, and E. L. Loser, in token of his acceptance of the trusts created hereunder, has signed

this Twentieth Supplemental Indenture, 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:

A. L. SEIDEL  
A. L. Seidel  
*Secretary*

THE CHASE MANHATTAN BANK  
(National Association)

By E. L. LOSER  
E. L. Loser  
*Vice President*

(CORPORATE SEAL)  
Attest:

A. R. BOHM  
A. R. Bohm  
*Assistant Secretary*

MERCANTILE TRUST COMPANY  
NATIONAL ASSOCIATION

By H. W. GREEN  
H. W. Green  
*Vice President*

(CORPORATE SEAL)  
Attest:

W. A. JOHNSON  
W. A. Johnson  
*Assistant Secretary*

E. L. LOSER  
E. L. Loser  
*Individual Co-Trustee*

Signed, sealed and delivered by NATURAL  
GAS PIPELINE COMPANY OF AMERICA, THE  
CHASE MANHATTAN BANK (National Asso-  
ciation), MERCANTILE TRUST COMPANY NA-  
TIONAL ASSOCIATION and E. L. LOSER in the  
presence of:

A. M. WEISS  
A. M. Weiss  
J. L. MARTIN  
J. L. Martin

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 30th day of July, 1969, 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 A. L. SEIDEL, 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 C. G. FREUND and A. L. SEIDEL, being each duly sworn by me, severally deposed and said: That they reside at 25 Portshire Drive, Lincolnshire, Illinois, and 641 South Bristol Lane, Arlington Heights, 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 and sealed by said Secretary on behalf of said corporation in pursuance of the power and authority granted them 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 30th day of July, 1969, before me, a Notary Public in and for the County and State aforesaid, personally appeared E. L. LOSER, a 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 A. R. BOHM, an Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of THE CHASE MANHATTAN BANK (National Association), New York, New York, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, THE CHASE MANHATTAN BANK (National Association), New York, New York.

And the said E. L. LOSER and A. R. BOHM, being each duly sworn by me, severally deposed and said: That they reside at 141-19 Coolidge Avenue, Jamaica, New York, and 41-71 Denman Street, Elmhurst, New York, 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 that the said instrument was signed by said Vice President and sealed by said Assistant Secretary on behalf of said corporation, in pursuance of the power and authority granted them 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 30th day of July, 1969, 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 W. A. JOHNSON, 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 W. A. JOHNSON, being each duly sworn by me, severally deposed and said: That they reside at 12329 Tempo Drive, Creve Coeur, Missouri, and 4732 Prague Avenue, St. Louis, 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 that the said instrument was signed by said Vice President and sealed by said Assistant Secretary on behalf of said corporation, in pursuance of the power and authority granted them 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.:

BE IT REMEMBERED, that I do hereby certify that on this 30th day of July, 1969, before me, a Notary Public in and for the County and State aforesaid, personally appeared E. L. LOSER, individually, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as one of the makers thereof, and he, having been by me duly sworn (or affirmed) did say and acknowledge to me that he executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacity therein stated, as his free and voluntary act and deed.

And the said E. L. LOSER, being duly sworn by me, deposed and said that he resides at 141-19 Coolidge Avenue, Jamaica, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

THOMAS G. SCHIRO

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Thomas G. Schiro

*Notary Public*

My Commission Expires October 26, 1969.

(NOTARIAL SEAL)

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## EXHIBIT A

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

### ARKANSAS

#### GENERAL DESCRIPTION OF ADDITIONS TO PIPELINE

##### MAIN TRANSMISSION LINES

##### *Mainline Loop Pipelines*

A loop pipeline approximately 11.77 miles in length (9.46 miles of 36-inch pipeline in Texas and 2.31 miles of 36-inch pipeline in Arkansas), beginning at a point on the Company's 30-inch pipeline located in the James Stoneham Survey, A-946, Cass County, Texas, and traversing Cass County, Texas in a northeasterly direction for a distance of approximately 9.46 miles to a point, said point being on the State Line between the States of Texas and Arkansas, located within irregular Section 7, T 18 S, R 28 W, Miller County, Arkansas, continuing in Arkansas traversing Miller County, Arkansas in a northeasterly direction for a distance of approximately 2.31 miles to a point of connection on the Company's 36-inch pipeline in Section 32, T 17 S, R 28 W, Miller County, Arkansas.

A loop pipeline approximately 11.45 miles in length, beginning at a point on the Company's 36-inch pipeline located in Section 19, T 12 S, R 24 W, Hempstead County, Arkansas, extending in a northeasterly direction to a point of connection on the Company's 30-inch pipeline in Section 16, T 11 S, R 23 W, Hempstead County, Arkansas, consisting of approximately 11.45 miles of 36-inch pipe, all in Hempstead County, Arkansas.

A loop pipeline approximately 46.99 miles in length, beginning at a point on the Company's 30-inch pipeline located in Section 1, T 9 S, R 12 W, Clark County, Arkansas, extending in a northeasterly direction to a point of connection on the Company's 30-inch pipeline in Section 35, T 3 S, R 15 W, Grant County, Arkansas, consisting of approximately 46.99 miles of 36-inch pipe and traversing Clark, Hot Spring and Grant Counties, all in the State of Arkansas.

A loop pipeline approximately 13.23 miles in length, beginning at a point on the Company's 30-inch pipeline located in Section 23, T 1 S, R 12 W, Pulaski County, Arkansas, extending in a northeast-

**EXHIBIT A PAGE 2**

erly direction to a point of connection on the Company's 36-inch pipeline in Section 26, T 2 N, R 11 W, Pulaski County, Arkansas, consisting of approximately 13.23 miles of 36-inch pipe, all in Pulaski County, Arkansas.

A loop pipeline approximately 12.19 miles in length, beginning at a point on the Company's 36-inch pipeline located in Section 28, T 10 N, R 4 W, Jackson County, Arkansas, extending in a northeasterly direction to a point of connection on the Company's 30-inch pipeline in Section 5, T 11 N, R 3 W, Jackson County, Arkansas, consisting of approximately 12.19 miles of 36-inch pipe, all in Jackson County, Arkansas.

A loop pipeline approximately 70.27 miles in length (53.08 miles of 36-inch pipeline in Arkansas and 17.19 miles of 36-inch pipeline in Missouri), beginning at a point on the Company's 30-inch pipeline located in Section 32, T 15 N, R 1 W, Lawrence County, Arkansas, and traversing Lawrence, Randolph and Clay Counties, Arkansas, in a northeasterly direction a distance of approximately 53.08 miles to a point, said point being on the State Line between the States of Arkansas and Missouri, located in Section 5, T 21 N, R 5 E, Clay County, Arkansas, continuing into Missouri traversing Butler County, Missouri in a northeasterly direction for a distance of approximately 17.19 miles to a point of connection on the Company's 30-inch pipeline in Section 35, T 24 N, R 6 E, Butler County, Missouri.

**SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE**

**1. LANDS IN FEE**

*Independence County*

*Pipeline Right of Way:*

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-six (36), Township Eleven (11) North, Range Four (4) West, to-wit: From the Southeast corner of the said Southwest Quarter of the Northwest Quarter, run North 21 degrees 52 minutes West 580.0 feet to the point of beginning; said point being an iron railroad spike in the centerline of gravel road; thence run North 25 degrees 24 minutes West along said gravel road centerline 325.8 feet to an iron spike; thence North 87 degrees 22 minutes East 205.7 feet; thence South 2 degrees 38 minutes East 301.2 feet; thence South 87 degrees 22 minutes West 80.3 feet to the point of beginning, being 0.99 acre, more or less.

Conveyed by Ralph E. Victory et ux by Warranty Deed dated 5/9/69 and recorded in Book K-9 at page 258.

*Jackson County**Pipeline Right of Way:*

Part of Irregular Block west of Jefferson Street North, Jacksonport, Arkansas, as platted, and part of the fractional East Half of the East Half of the Southwest Quarter, Section Twenty-eight (28), Township Twelve (12) North, Range Three (3) West, more particularly described as follows: From the northeast corner of Fractional Block 11, Range 1 West, Jacksonport, as platted, go North 26 degrees 30 minutes West along the west line of Jefferson Street 351.3 feet to the point of beginning of the tract herein conveyed; thence continue North 26 degrees 30 minutes West along said west street line, if extended, 342 feet; thence westerly along the centerline of the Jacksonport-Point Ferry Road, as now located, and the same centerline, if extended 340 feet; thence southeasterly along the centerline of the Jacksonport levee, as now located, 415 feet, more or less, to a point which is South 65 degrees 14 minutes West 200 feet from the point of beginning; thence North 65 degrees 14 minutes East 200 feet to the point of beginning, containing 2.74 acres, more or less, 0.08 acres being in the irregular block and 2.66 acres being in the Southwest Quarter of Section 28.

Conveyed by Ernest C. Dyke et ux by Warranty Deed dated 5-19-69 and recorded in Book 145 at page 487.

2. 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<br>Grant | Recorded |      |
|-----------------------------------|------------------|----------|------|
|                                   |                  | Book     | Page |
| <i>Clay County</i>                |                  |          |      |
| Nelson Cemetery, Trustees .....   | 6-23-67          | 47       | 61   |
| <i>Clark County</i>               |                  |          |      |
| International Paper Company ..... | 11-14-67         | 288      | 53   |
| Duncan Flanagan, Jr., et al ..... | 1-23-68          | 288      | 76   |
| Nora Fulmer .....                 | 2-01-68          | 288      | 102  |
| O. W. Fulton .....                | 2-02-68          | 288      | 100  |
| Janie Burrows .....               | 2-01-68          | 288      | 101  |
| Frances P. Abraham, et al .....   | 2-28-68          | 289      | 44   |
| Jane Ross .....                   | 4-11-68          | 290      | 11   |
| H. W. McMillan, et al .....       | 4-11-68          | 290      | 10   |
| Robert C. Rhodes, Trustee .....   | 5-01-67          | 281      | 28   |
| Caddo Land Corporation .....      | 5-05-67          | 281      | 29   |
| Ross Drainage District .....      | 5-05-67          | 281      | 31   |
| Lola Burrow Baker, et vir .....   | 5-08-67          | 281      | 46   |

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| Grantor:                                                      | Date of<br>Grant | Recorded—<br>Book | Page |
|---------------------------------------------------------------|------------------|-------------------|------|
| <i>Clark County (Continued):</i>                              |                  |                   |      |
| Mavis Dean Freeland Posey, et al .....                        | 3-18-67          | 281               | 45   |
| Margaret Gerig, et al .....                                   | 5-27-67          | 275               | 77   |
| Charles G. Clark, et al .....                                 | 5-22-67          | 281               | 86   |
| D. E. Hasley, et al .....                                     | 7-14-67          | 283               | 82   |
| Herman D. Clark, et ux .....                                  | 2-06-69          | 294               | 192  |
| Frank H. Rudolph, et ux .....                                 | 2-27-69          | 294               | 267  |
| John P. Sturgis, et ux .....                                  | 2-03-69          | 294               | 277  |
| Gurdon Lumber Co. ....                                        | 3-11-69          | 294               | 335  |
| H. C. Cabe, et al .....                                       | 3-11-69          | 294               | 336  |
| Ann Clark Jameson .....                                       | 3-19-69          | 294               | 353  |
| Morley C. Tobey, et ux .....                                  | 4-07-69          | 295               | 97   |
| Potlatch Forest, Inc. ....                                    | 4-08-69          | 295               | 132  |
| The Ross Foundation .....                                     | 5-06-69          | 295               | 199  |
| <i>Grant County</i>                                           |                  |                   |      |
| M. E. Burrow, et ux .....                                     | 5-08-67          | 131               | 133  |
| Mary Nall Gillens, Executrix of E. H. M.<br>Nall Estate ..... | 5-01-67          | 131               | 241  |
| International Paper Company .....                             | 11-14-67         | 133               | 95   |
| Clyde C. Summerville, et al .....                             | 3-09-69          | 136               | 243  |
| <i>Hempstead County</i>                                       |                  |                   |      |
| Ned Purtle, et ux .....                                       | 6-08-68          | 330               | 395  |
| H. C. Cabe, et al .....                                       | 6-24-68          | 330               | 493  |
| <i>Hot Spring County</i>                                      |                  |                   |      |
| Robert K. Miller, et ux .....                                 | 10-09-67         | 16                | 497  |
| Opal Green .....                                              | 9-09-67          | 16                | 503  |
| Martha Sue Gamons .....                                       | 2-16-68          | 17                | 159  |
| Susan Payne Stobaugh, et al .....                             | 2-16-68          | 17                | 237  |
| Jane Ross, et al .....                                        | 4-11-68          | 17                | 263  |
| Patti Reeves Hutton .....                                     | 5-01-67          | 16                | 191  |
| Calvin Davis, et ux .....                                     | 5-01-67          | 16                | 201  |
| M. E. Burrow, et ux .....                                     | 5-08-67          | 16                | 211  |
| Charles G. Clark, et ux .....                                 | 5-22-67          | 16                | 239  |
| DeWitt D. Beeson, et ux .....                                 | 7-19-67          | 16                | 345  |
| Bernard D. Beeson, et ux .....                                | 7-17-67          | 16                | 343  |
| Robert K. Miller .....                                        | 10-09-67         | 16                | 497  |
| Opal Green .....                                              | 9-09-67          | 16                | 503  |
| <i>Independence County</i>                                    |                  |                   |      |
| Marshall McGee .....                                          | 8-26-68          | G-9               | 305  |

| Grantor:                                                 | Date of<br>Grant | Recorded |      |
|----------------------------------------------------------|------------------|----------|------|
|                                                          |                  | Book     | Page |
| <i>Jackson County</i>                                    |                  |          |      |
| Henry Scoggins, et ux .....                              | 4-29-68          | 143      | 142  |
| Jack Brinksfield, et ux .....                            | 5-03-68          | 143      | 216  |
| Mary Dunham White .....                                  | 5-15-68          | 143      | 310  |
| John A. Hinkle, et ux .....                              | 6-25-68          | 143      | 451  |
| Lucy Freeman .....                                       | 7-02-68          | 143      | 507  |
| M. W. Page .....                                         | 7-02-68          | 143      | 510  |
| C. C. Castleberry, et al .....                           | 7-12-68          | 143      | 602  |
| <i>Lawrence County</i>                                   |                  |          |      |
| David Bloom, Jr., et ux .....                            | 5-12-67          | 10       | 31   |
| <i>Lonoke County</i>                                     |                  |          |      |
| Leon Horn .....                                          | 1-08-68          | M-28     | 323  |
| <i>Nevada County</i>                                     |                  |          |      |
| Charlie Jones, et ux .....                               | 2-05-69          | 272      | 436  |
| <i>Pulaski County</i>                                    |                  |          |      |
| Louis C. Robinson, et ux .....                           | 4-23-68          | 1033     | 447  |
| Dr. Ernest Harper, et al .....                           | 5-13-68          | 1034     | 451  |
| Fred M. Inmon .....                                      | 5-17-68          | 1034     | 563  |
| John R. Walter, et ux .....                              | 6-03-68          | 1036     | 585  |
| Hazel V. Comer .....                                     | 6-11-68          | 1038     | 387  |
| Trustees for the Evangel Assembly of God<br>Church ..... | 6-14-68          | 1039     | 415  |
| R. H. Duncan, et ux .....                                | 6-15-68          | 1041     | 49   |
| Toney-Wyatt Realty Co., Inc. ....                        | 7-05-68          | 1041     | 630  |
| Trustees of Galloway Memorial Methodist<br>Church .....  | 7-15-68          | 1041     | 627  |
| Mary R. Toney, et al .....                               | 7-12-68          | 1041     | 549  |
| Twilla Ann A. Raines, et al .....                        | 7-16-68          | 1042     | 29   |
| Mary J. Raines .....                                     | 7-17-68          | 1043     | 111  |
| Russell H. Matson, Jr., et al .....                      | 8-01-68          | 1043     | 557  |
| Russell H. Matson, Jr., et al .....                      | 8-01-68          | 1043     | 575  |
| Amanda A. Duncan .....                                   | 7-16-68          | 1045     | 642  |
| City of Little Rock .....                                | 8-22-68          | 1045     | 635  |
| <i>Randolph County</i>                                   |                  |          |      |
| The United States of America .....                       | 6-20-68          | 4        | 518  |
| F. E. Belford, et ux .....                               | 5-19-67          | 4        | 334  |
| Freda M. Brown, et ux .....                              | 5-19-67          | 4        | 336  |
| <i>White County</i>                                      |                  |          |      |
| G. B. Kennedy .....                                      | 6-03-68          | 50       | 57   |

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3. 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 | Page |
|--------------------------|---------------|---------------|------|
| <i>Hempstead County</i>  |               |               |      |
| Ernest Teschendorf ..... | 8-08-68       | 335           | 352  |

IOWA

GENERAL DESCRIPTION OF ADDITIONS TO PIPELINE

LATERAL PIPELINES

*Muscatine No. 3 Lateral*

A 3-inch and 4-inch pipeline 0.12 miles in length, beginning at a point on the Company's north 22-inch mainline in Section 15, T 76 N, R 2 W, Muscatine County, Iowa, and extending in a northerly direction to the Company's meter site in Section 15, T 76 N, R 2 W, Muscatine County, Iowa, and consisting of 0.03 miles of 3-inch pipe and 0.09 miles of 4-inch pipe.

*Massena Lateral*

A 3-inch pipeline 0.01 miles in length, beginning at a point on the Company's 3-inch Corning Lateral in Section 16, T 73 N, R 34 W, Adams County, Iowa, and extending in an easterly direction to the Company's meter site in Section 16, T 73 N, R 34 W, Adams County, Iowa.

*Lenox Lateral*

A 3-inch pipeline 0.07 miles in length, beginning at a point on the Company's 26-inch mainline in Section 11, T 73 N, R 33 W, Adams County, Iowa, and extending in a southerly direction to the Company's meter site in Section 11, T 73 N, R 33 W, Adams County, Iowa.

*Montezuma Lateral*

A 3-inch pipeline 0.17 miles in length, beginning at a point on the Company's 24-inch mainline in Section 4, T 75 N, R 14 W, Mahaska County, Iowa, and extending in a northerly direction to the Company's meter site in Section 4, T 75 N, R 14 W, Mahaska 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 2.17 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 1.76 miles of 6-inch pipe.

SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. LANDS IN FEE

*Adams County*

*Compressor Station 197:*

The West One Thousand Three Hundred Fifteen and Twenty Hundredths Feet of the North Six Hundred Sixty Feet of the Southwest Quarter of the Southeast Quarter of Section Eleven Township Seventy Three North, Range Thirty Four West of the Fifth Principal Meridian.

Conveyed by Ethel B. Thompsen by Warranty Deed dated January 12, 1968 recorded as Document 0053 in Book 43 at Page 87.

*Lennox Meter Site:*

A tract of land described as beginning at a point in the center line of a county road 540 feet south of the Northwest corner of the Northeast Quarter of Section 11, Township 73 North, Range 33, West of the 5th P.M., thence East 65 feet, thence South 75 feet, thence West 65 feet to the center line of said county road, thence North 75 feet to place of beginning, subject to existing roadway, containing 0.11 acres more or less. Conveyed by L. F. Bennett, et vir, by Warranty Deed dated 5-26-67 and recorded in Book 43 at Page 39.

*Cumberland-Massena Meter Site:*

A tract of land described as beginning at a point 1319.2 feet south and 164.5 feet west of the Northeast corner of Section 16, Township 73, Range 34, thence west 75 feet to a point, thence north 70.5 feet to a point, thence East 75 feet to a point, thence south 70.5 to the

**EXHIBIT A PAGE 8**

point of beginning, less and excepting that portion dedicated for road purposes, containing 0.12 acres more or less. Conveyed by Robert L. Gentry, et ux, by Warranty Deed dated 7-3-67 and recorded in Book 43 at Page 46.

*Mahaska County*

*Montezuma Meter Site:*

Beginning at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 4, Township 75, Range 14, thence East 150 feet, thence South 100 feet, thence West 150 feet, thence North 100 feet to the place of beginning, subject to that portion dedicated for public highway. Conveyed by Pete Van Kooten, et ux, by Warranty Deed dated 9-6-67 and recorded in Book 189 at Page 184.

*Marion County*

*Compressor Station 198:*

A part of Northeast Quarter Section Twenty-Two, Township Seventy-Five North, Range Nineteen West of the Fifth Principal Meridian, Marion County, Iowa, more particularly described as follows: Beginning at a point on the West line of the Northeast Quarter of said Section Twenty-Two, said point being One Hundred Seventy-Six and Sixty-Five Hundredths Feet South of the Northwest corner of the Northeast Quarter of said Section Twenty-Two; thence South 88 degrees 36 minutes East Six Hundred Sixty Feet to a point, (for purposes of this description, the West line of the Northeast Quarter said Section Twenty-Two is assumed to bear due North and South) thence South One Thousand Three Hundred Twenty Feet to a point; thence North 88 degrees 36 minutes West Six Hundred Sixty Feet to a point of intersection with the West line of the Northeast Quarter of said Section Twenty-Two; thence North One Thousand Three Hundred Twenty Feet along the West line of said Northeast Quarter to the point of beginning.

Conveyed by Leslie Goff by Warranty Deed dated January 23, 1968 recorded in Book 91 at Page 236

*Attica-Pershing Meter Site:*

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 75 North, Range 19 West of the 5th P.M. thence South 100.0 feet along the West side of said Southwest Quarter of the Northwest Quarter of Section 24, thence East 125.0 feet, thence North 100.0 feet, thence West 125.0 feet to the point of beginning, containing 0.29 acres more or less,

subject to the public roadway along the West side thereof, Marion County, Iowa.

Conveyed by Helen E. Pine et ux, by Warranty Deed dated 6-10-69 and recorded in Book 93 at Page 125.

*Harvey Meter Site:*

Beginning at a point 640.0 feet North of the Southwest corner of the Northwest Quarter of the Southeast Quarter of Section 16, Township 75 North, Range 18 West of the 5th P.M., thence East 125.0 feet, thence North 100.0 feet, thence West 125.0 feet, thence South 100.0 feet, to the point of beginning, containing 0.29 acres more or less subject to the public roadway along the West side thereof, Marion County, Iowa.

Conveyed by Donald Kersey, et ux, by Warranty Deed dated 6-10-69 and recorded in Book 93 at Page 104.

*Muscatine County*

*Compressor Station 199:*

Part of the Southwest Quarter of the Southwest Quarter of Section Fifteen, Township Seventy-six North, Range Three West of the Fifth Principal Meridian, Muscatine County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of said Section Fifteen, (for purposes of this description, the West line of the Southwest Quarter of Section Fifteen, Township Seventy-six North, Range Three West is assumed to bear due North and South); thence due North One Thousand Three Hundred Sixteen and Seven Hundredths feet along the West line of the Southwest Quarter of said Section Fifteen to a point; thence North 89 degrees 42 minutes East One Thousand Thirty Eight and Twenty Nine Hundredths feet to a point; said point being the centerline of a county road; thence South 22 degrees 04 minutes West One Thousand Four Hundred Twenty and Eleven Hundredths feet along the centerline of said county road to a point of intersection with the South line of said Section Fifteen; thence South 89 degrees 23 minutes West Five Hundred Four and Eighty Hundredths feet along the South line of said Section Fifteen to the point of beginning, subject to easements of record. Grantors reserve for themselves, their heirs and assigns, a right of way over the North twenty feet of the above described tract of land.

Conveyed by James Byrne by Warranty Deed dated January 24, 1968 recorded as Document 324 in Book 139 at Page 41.

**EXHIBIT A PAGE 10***Scott County**Davenport Meter Site (Relocation):*

A parcel of land in the Northwest Quarter of Section 12, Township 77 North, Range 2 East of the 5th P.M., Scott County, Iowa, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 12, and running thence North on the West line of said Section 12, a distance of 1184.3 feet to the point of beginning; thence continuing North on said West line, a distance of 150.0 feet; thence East, a distance of 210.0 feet; thence South a distance of 150.0 feet; thence West, a distance of 210.0 feet to the West line of said Section 12 and the point of beginning.

Conveyed by Carrie M. Voelliger et vir by Warranty Deed dated 2-27-69 and recorded in Book 324 at page 157.

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

| <u>Grantor:</u>                      | <u>Date of<br/>Grant</u> | <u>Recorded—</u> |             |
|--------------------------------------|--------------------------|------------------|-------------|
|                                      |                          | <u>Book</u>      | <u>Page</u> |
| <i>Louisa County</i>                 |                          |                  |             |
| Lyle Morgan .....                    | 2-28-68                  | 267              | 58          |
| Fred Ganzer, et ux .....             | 2-28-68                  | 267              | 60          |
| Mark Grimm, et ux .....              | 3-02-68                  | 267              | 62          |
| Martin L. Bates, et ux .....         | 3-09-68                  | 267              | 72          |
| B. O. Boundy, et ux .....            | 3-21-68                  | 267              | 69          |
| Paul D. Crossley, et al .....        | 3-01-68                  | 267              | 67          |
| Helen Johnston .....                 | 4-03-68                  | 267              | 84          |
| Lewis Foss, et al .....              | 4-03-68                  | 267              | 87          |
| Gary Pretz, et al .....              | 4-03-68                  | 267              | 90          |
| Lewis Foss, et ux .....              | 4-03-68                  | 267              | 96          |
| Carl Buffington, et ux .....         | 4-01-68                  | 267              | 94          |
| Charles Baldwin, et al .....         | 4-17-68                  | 267              | 102         |
| A. T. Wallenhaupt, Conservator ..... | 4-17-68                  | 267              | 104         |
| James Robertson, et ux .....         | 4-04-68                  | 267              | 106         |
| Ruth and Burnnett Waterfield .....   | 4-04-68                  | 267              | 109         |
| E. R. Tipton, et al .....            | 6-18-68                  | 270              | 101         |
| Robert Hampt, et al .....            | 7-15-68                  | 267              | 142         |
| Deloyd Swartz, et al .....           | 7-11-68                  | 267              | 144         |
| Virgil Bonnechsen .....              | 7-10-68                  | 267              | 147         |
| Thomas Dulaney, et ux .....          | 7-10-68                  | 267              | 150         |
| Robert Schneider, et ux .....        | 7-10-68                  | 267              | 152         |
| Chet Cutkomp, et ux .....            | 8-17-68                  | 267              | 181         |

| Grantor:                                                    | Date of Grant | Recorded |      |
|-------------------------------------------------------------|---------------|----------|------|
|                                                             |               | Book     | Page |
| <i>Madison County</i>                                       |               |          |      |
| Ralph J. Hamman .....                                       | 5-27-69       | 96       | 371  |
| <i>Marion County</i>                                        |               |          |      |
| Donald Kersey .....                                         | 4-15-69       | xx       | 152  |
| Harold D. Williams, et ux .....                             | 3-07-69       | xx       | 65   |
| <i>Muscatine County</i>                                     |               |          |      |
| Board of Water & Light Trustees of<br>Muscatine, Iowa ..... | 11-20-68      | 142      | 570  |
| Carrie M. Voelliger, et vir .....                           | 3-01-69       | 206      | 154  |
| Joseph Fischlein, et ux .....                               | 3-05-69       | 206      | 155  |
| Martin-Marietta Corporation .....                           | 4-02-69       | 207      | 260  |
| Linwood Stone Products Company .....                        | 4-29-69       | 207      | 405  |
| <i>Scott County</i>                                         |               |          |      |
| Martin-Marietta Corporation .....                           | 4-02-69       | 207      | 260  |
| Linwood Stone Products Company .....                        | 4-29-69       | 207      | 405  |
| Joseph Fischlein .....                                      | 3-05-69       | 206      | 155  |
| Carrie M. Voelliger, et vir .....                           | 2-27-69       | 206      | 154  |

3. 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     | Page |
| <i>Louisa County</i>                   |               |          |      |
| The South Hill Co. ....                | 3-18-68       | 367      | 77   |
| Glen and Evelyn Samuel .....           | 4-23-68       | 267      | 100  |
| Charles and Freda Hoag .....           | 8-01-68       | 267      | 171  |
| Howard and Dorothy Giesilman .....     | 8-30-68       | 267      | 183  |
| Nellie F. and Harvey B. Gronning ..... | 10-08-68      | 267      | 208  |
| Everett Cassabaum, et ux .....         | 8-15-67       | 264      | 325  |
| Velma Cutkomp .....                    | 8-15-67       | 264      | 327  |
| Ralph E. Faler, et ux .....            | 9-13-67       | 266      | 131  |
| Ina B. Marshall, et vir .....          | 9-01-67       | 266      | 18   |
| Ina B. and Gilbert Marshall .....      | 9-01-67       | 270      | 490  |
| Joe E. Miller, et ux .....             | 5-15-69       | 274      | 26   |
| William F. Flynn, et ux .....          | 8-18-67       | 43       | 584  |
| Jacob A. Anderson, et ux .....         | 10-18-67      | 44       | 91   |
| Mary A. Flynn .....                    | 1-24-68       | 44       | 271  |
| Frank W. and Naomi D. Greiner .....    | 1-24-68       | 44       | 273  |
| Victor C. Vogel and Clara Vogel .....  | 1-22-68       | 44       | 297  |
| Donald G. Fagen .....                  | 5-13-68       | 44       | 530  |
| Frank W. and Naomi D. Greiner .....    | 5-24-68       | 45       | 78   |
| Victor and Clara Vogel .....           | 5-01-68       | 45       | 163  |
| Victor and Clara Vogel .....           | 5-01-68       | 45       | 178  |

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**4. GAS STORAGE EASEMENTS ACQUIRED BY EXERCISE OF OPTION (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     | Page |
| <i>Keokuk County</i>                                        |               |          |      |
| Omer D. Palmer, et ux .....                                 | 3-06-68       | 14       | 428  |
| Franklin A. Klein .....                                     | 4-04-68       | 14       | 452  |
| Robert and Mary Montgomery .....                            | 4-04-68       | 14       | 472  |
| <i>Louisa County</i>                                        |               |          |      |
| Harlon and Margie Keltner .....                             | 7-09-68       | 272      | 12   |
| Howard and Dorothy Gieselman .....                          | 6-26-68       | 272      | 10   |
| Clarence W. Miller .....                                    | 8-20-68       | 272      | 14   |
| Louisa County, Iowa .....                                   | 2-23-68       | 267      | 52   |
| E. A. Tipton, et al .....                                   | 6-18-68       | 270      | 99   |
| Minnie L. Rabenold Estate .....                             | 6-28-68       | 270      | 105  |
| Chicago, Milwaukee, St. Paul &<br>Pacific Railroad Co. .... | 7-08-68       | 267      | 162  |
| Town of Columbus Junction, Iowa .....                       | 6-27-68       | 267      | 177  |
| Ward D. Fuller, et ux .....                                 | 7-03-67       | 256      | 108  |
| Alfred Williams, et ux .....                                | 6-27-67       | 256      | 106  |
| John R. Pretz, et ux .....                                  | 6-19-67       | 256      | 116  |
| Mrs. J. Henry Wykert .....                                  | 7-10-67       | 256      | 124  |
| Hilton Harris, et ux .....                                  | 7-18-67       | 256      | 126  |
| William I. Shull, et ux .....                               | 7-10-67       | 256      | 120  |
| Darrell Willey, et ux .....                                 | 7-10-67       | 256      | 122  |
| Alta B. Jordan .....                                        | 7-26-67       | 264      | 180  |
| Everett Cassabaum, et ux .....                              | 7-28-67       | 256      | 130  |
| Pauline Cotter, Trustee .....                               | 7-28-67       | 256      | 132  |
| Dale Beenblossom, et ux .....                               | 7-28-67       | 256      | 128  |
| Alta B. Jordan .....                                        | 7-26-67       | 256      | 136  |
| Dale D. Edmondson, et ux .....                              | 7-27-67       | 256      | 134  |
| W. R. Sistrunk, et ux .....                                 | 7-28-67       | 256      | 142  |
| The South Hill Company .....                                | 8-04-67       | 256      | 140  |
| <i>Washington County</i>                                    |               |          |      |
| Russell D. and Helen Pence .....                            | 3-06-68       | 44       | 400  |
| John Klein, et al .....                                     | 4-04-68       | 44       | 467  |
| Robert and Edna Montgomery .....                            | 4-04-68       | 44       | 465  |
| Donald and Edna M. Sieren .....                             | 7-23-68       | 45       | 147  |
| George and Eula D. Mayer .....                              | 7-23-68       | 45       | 148  |
| Dennis and Dolores Sieren, et al .....                      | 10-14-68      | 45       | 315  |

## KANSAS

## SPECIFIC DESCRIPTIONS AND DESCRIPTION BY REFERENCE

## 1. LANDS IN FEE

*Edwards County**Compressor Station 193:*

A tract in the southwest corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-seven (27); Township Twenty-four (24) south; Range Twenty (20) west of the 6th P.M., described as follows:

Commencing at the southwest corner of said Quarter, thence east along said section line Seven hundred sixty feet (760'); thence north Thirteen hundred Twenty feet (1320') parallel to the west line of said quarter section; thence west Seven hundred sixty feet (760'), more or less, to the west line of said quarter section; thence south along the quarter section line Thirteen hundred Twenty feet (1320'), more or less, to the place of beginning, containing 23.03 acres, more or less.

Conveyed by George P. Fox et al by General Warranty Deed dated September 12, 1967 and recorded in Book 47 at Page 81.

*Ellsworth County**Compressor Station 194:*

A parcel of land located in Ellsworth County, Kansas, more fully described as follows: West Half of the Northwest Quarter of the Southwest Quarter of Section Two, Township Fourteen South, Range Ten West of the Sixth Principal Meridian more particularly described as beginning at the Northwest Corner of the Southwest Quarter of said Section Two; thence East a distance of six hundred sixty feet to a point; thence South a distance of one thousand three hundred twenty feet to a point; thence West a distance of six hundred sixty feet to a point in the West section line of said Section Two; thence North along said section line a distance of one thousand three hundred twenty feet to the point of beginning; excepting and reserving to vendors all oil, gas and minerals underlying said tract, containing twenty acres more or less.

Conveyed by Ernest Sebesta by Warranty Deed dated January 16, 1968 recorded in Book 52 at Page 261.

*Meade County**Compressor Station 192:*

A parcel of land located in Meade County, Kansas, more fully described as follows: Beginning at the north quarter corner of Sec-

EXHIBIT A PAGE 14

tion Sixteen (16), Township Thirty-five (35) South, Range Twenty-nine (29) West said corner being S 89° 29' W 2633.07' from the northeast corner of said Section 16; thence S 0° 31' E along the north and south center line 1320.00'; thence S 89° 31' W 855.38'; thence N 0° 08' E 813.68' to a point on the southeasterly right of way line of county road; thence along said right of way line N 57° 09' E 945.85' to a point on the north line of said Section 16; thence along said north line N 89° 29' E 47.00' to the point of beginning, and containing 21.08 acres more or less.

Conveyed by David S. Adams et al by Warranty Deed dated 2-4-69 and recorded in Book 54 at Page 345.

2. CATHODIC PROTECTION EASEMENT (All References to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated.)

| Grantor:                     | Date of<br>Grant | Recorded |      |
|------------------------------|------------------|----------|------|
|                              |                  | Book     | Page |
| <i>Ottawa County:</i>        |                  |          |      |
| Harry Prochaska, et ux ..... | 4-29-69          | 16       | 83   |

LOUISIANA

GENERAL DESCRIPTIONS OF ADDITIONAL PIPELINE

LATERAL PIPELINES

*Lacassine Lateral*

A 10-inch pipeline 0.31 miles in length, beginning at a point on the Company's 30-inch pipeline in Section 9, T 12 S, R 5 W, Cameron Parish, Louisiana and extending in a southerly direction to the Company's meter site in Section 9, T 12 S, R 5 W, Cameron Parish, Louisiana.

*Cameron Meadows Lateral*

A 16-inch pipeline 3.83 miles in length, beginning at a point on the Company's 30-inch pipeline in Section 28, T 14 S, R 13 W, Cameron Parish, Louisiana and extending in a southerly direction to a point in irregular Section 23, T 15 S, R 13 W, Cameron Parish, Louisiana.

*East Holly Beach Lateral*

A 10-inch pipeline 0.14 miles in length, beginning at a point on the Company's 16-inch Cameron Meadows Lateral in irregular Section 23, T 15 S, R 13 W, Cameron Parish, Louisiana and extending in a southeasterly direction to a point in irregular Section 23, T 15 S, R 13 W, Cameron Parish, Louisiana.

## SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. LAND IN FEE (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the Parish designated.)

*Vermilion Parish**Kaplan Warehouse Site:*

A tract of land in Vermilion Parish, Louisiana, containing 2.51 acres, described as follows:

Commencing on the West line of the Southeast Quarter of Section 20, Township 12 South, Range 2 East, 1816.9 feet North from the Southwest Corner of the Southeast Quarter of Section 20, thence South 83° 20' East, 733.5 feet, thence North 0° 9' East 150 feet, thence North 83° 20' West 733.5 feet to the West line of the Southeast Quarter of Section 20, thence South 0° 9' West along the West line of the Southeast Quarter of Section 20 to point of beginning. Conveyed by Clarence L. Boullion by Warranty Deed dated 5-26-67 and recorded in Book 614 at Page 399.

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

| Grantor:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date of Grant | Recorded Book | Page |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|------|
| <i>Cameron Parish:</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |               |               |      |
| Mobil Oil Corporation .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 9-26-68       | 252           | 353  |
| Beginning at an iron stake in the North Right of Way line of Louisiana State Highway No. 292, at the intersection of said line with the East line of Fractional Section Twenty-three (23), Township Fifteen South, Range Thirteen West (T 15 S, R 13 W), the said beginning point being 13,940.4 feet East and 689.8 feet South of the old Railroad iron that marks the recognized Southwest corner of Section Seven (7), Township Fifteen South, Range Thirteen West (T 15 S, R 13 W); Thence North 89° 15' West, along said Right of Way line, 1,815.8 feet to an iron stake at the intersection of said line with the West line of Fractional Section Twenty-two (22), 1,907.15 feet to an iron stake for corner; Thence East crossing Fractional Section Twenyt-two and Twenty-three (22 and 23), 1,815.6 feet to an iron stake in the East line of said Fractional Section Twenty-three (23); Thence South along the East line of Fractional Section Twenty-three (23), 1,931.3 feet to the place of beginning, containing 80.00 acres of land more or less. |               |               |      |
| Cameron Meadows Land Co. ....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 8-21-68       | 244           | 475  |
| The Northeast Quarter of Section Four, Township Fifteen South, Range Thirteen West. All of Section Twenty-eight and Section Thirty-three in Township Fourteen South, Range Thirteen West.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |               |               |      |

**EXHIBIT A PAGE 16**

Crain Brothers Ranch, Inc. .... 8-27-68      244      466

The Northwest Quarter of Section Four. The Southeast Quarter of Section Four, and the South Half of the Southwest Quarter of Section Four, all in Township Fifteen South, Range Thirteen West. All of Fractional Section Nine, Township Fifteen South, Range Thirteen West, All of Irregular Sections Twenty-two and Twenty-three in Township Fifteen South, Range Thirteen West, less and except that tract of land described as follows:

Beginning at an iron stake in the North right of way line of Louisiana State Highway No. 292, at the intersection of said line with the East line of Fractional Section Twenty-three, Township Fifteen South, Range Thirteen West, the said beginning point being 13,940.4 feet East and 689.8 feet South of the old Railroad iron that marks the recognized Southwest corner of Section Seven, Township 15 South, Range 13 West; Thence North 89 degrees fifteen minutes West, along said right of way line of Fractional Section Twenty-two, Township Fifteen South, Range Thirteen West; Thence North along the West line of said Fractional Section Twenty-two, 1,907.5 feet to an iron stake for corner; thence East crossing Fractional Section Twenty-two and Twenty-three 1,815.6 feet to an iron stake in the East line of said Fractional Section Twenty-three; Thence South along the East line of Fractional Section Twenty-three; 1,931.3 feet to the place of beginning, containing 80.00 acres of land more or less; all as more fully shown by the center line location on the plat bearing W.O. No. 3637-2126 dated August 8, 1963, attached to and made a part of said right of way agreement.

| Grantor:                                                                                                                                                                                                       | Date of<br>Grant | (Recorded)<br>Document No. |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------|
| The Retrieve Co. ....                                                                                                                                                                                          | 5-11-67          | 111294                     |
| All of Grantor's undivided interest in and to the South Half of the South Half of Section 2, Township 15 South, Range 15 West, Cameron Parish, Louisiana.                                                      |                  |                            |
| James Dupre Hebert .....                                                                                                                                                                                       | 5-12-67          | 111293                     |
| All of that part of the Northeast Quarter lying South of the Mermentau River and the Northwest Quarter of the Southeast Quarter all in Section 10, Township 12 South, Range 4 West, Cameron Parish, Louisiana. |                  |                            |
| Julian Miller, et al .....                                                                                                                                                                                     | 6-9-69           | 118940                     |
| Lot No. 3 of the Napoleon Broussard Subdivision of the East half of Section 9 and the West half of Section 10, Township 12 South, Range 4 West.                                                                |                  |                            |

**3. SURFACE EASEMENTS (All references to Book and Page Number are to the Deed, Easement or Miscellaneous Records of the Parish designated.)**

| Grantor:                     | Date of<br>Grant | (Recorded)<br>Document No. |
|------------------------------|------------------|----------------------------|
| <i>Cameron Parish:</i>       |                  |                            |
| The Lacassane Co., Inc. .... | 3-20-68          | 114488                     |

Beginning at the Southwest Corner of Section 8, Township 12 South, Range 5 West, thence due North along the section line for a distance of 560 feet, thence East 47 feet to the point of beginning; said point being the Southwest Corner of the proposed Lacassane Meter Station; thence North 60 feet; thence East 35 feet; thence South 60 feet; thence West 35 feet to the point of beginning, and

A parcel of land 50 feet in width by 50 feet in length and more particularly described as follows:

Beginning at the Southeast Corner of Section 8, Township 12 South, Range 5 West; thence East for a distance of 35 feet to the point of beginning, said point being the Southwest Corner of the proposed valve site; thence North 50 feet; thence East 50 feet; thence south 50 feet; thence West 50 feet to the point of beginning.

|                              |         |        |
|------------------------------|---------|--------|
| Swinford G. Trahan .....     | 5-30-67 | 111474 |
| Jewell Sedlock, Tutrix ..... | 5-26-67 | 111475 |
| Clayton Nunez .....          | 5-02-67 | 111133 |

Grantor:

Date of  
Grant

—Recorded—  
Document No.

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 4, Township 15 South, Range 14 West, containing 10 acres, more or less, excepting that portion dedicated to the Parish of Cameron, State of Louisiana, for use as a public road.

|                             |         |        |
|-----------------------------|---------|--------|
| Mobil Oil Corporation ..... | 9-26-68 | 118770 |
|-----------------------------|---------|--------|

From the Southwest corner of Mobil Oil Company plant site in Sections 22 and 23, Township 15 South, Range 13 West, Cameron Parish, Louisiana, go East along the North Right-of-Way line of State Highway 82 for 1037.7 feet; Thence, North 0° 54' West 783.9 feet for a place of beginning; Thence, North 0° 58' West 60 feet; Thence, North 89° 02' East 35 feet; Thence, South 0° 58' East 60 feet; Thence, South 89° 02' West 35 feet to the place of beginning.

4. CATHODIC PROTECTION EASEMENTS (All references to Book and Page Numbers are to the Deed, Easement or Miscellaneous Records of the Parish designated.)

Grantor:

Date of  
Grant

—Recorded—  
Document No.

*Cameron Parish:*

|                                    |         |        |
|------------------------------------|---------|--------|
| North American Land Co., Inc. .... | 2-26-68 | 114489 |
|------------------------------------|---------|--------|

Section 4, West Half of the Southwest Quarter in Township 13 South, Range 8 West.

*Vermilion Parish:*

|                     |         |        |
|---------------------|---------|--------|
| Guy P. Trahan ..... | 7-15-68 | 193847 |
|---------------------|---------|--------|

Sixty (60) acres, more or less, located in the East portion of the North Half of the Southwest Quarter, Township 13 South, Range 1 East.

## MISSOURI

### GENERAL DESCRIPTION OF ADDITIONS TO PIPELINE MAIN TRANSMISSION LINES

#### MAINLINE LOOP PIPELINES

A loop pipeline approximately 70.27 miles in length (53.08 miles of 36-inch pipeline in Arkansas and 17.19 miles of 36-inch pipeline in Missouri), beginning at a point on the Company's 30-inch pipeline located in Section 32, T 15 N, R 1 W, Lawrence County, Arkansas, and traversing Lawrence, Randolph and Clay Counties, Arkansas, in a northeasterly direction a distance of approximately 53.08 miles to a point, said point being on the State Line between the States of Arkansas and Missouri, located in Section 31, T 22 N, R 5 E, Butler County, Missouri, continuing in Missouri traversing Butler County, Missouri in a northeasterly direction for a distance of approximately 17.19 miles to a point of connection on the Company's 30-inch pipeline in Section 35, T 24 N, R 6 E, Butler County, Missouri.

A loop pipeline approximately 12.55 miles in length, beginning at a point on the Company's 30-inch pipeline located in Section 25, T 27 N, R 8 E, Stoddard County, Missouri, extending in a northeasterly direction to a point of connection on the Company's 36-inch pipeline in Section 3, T 28 N, R 9 E, Bollinger County, Missouri, consisting of approximately 12.55 miles of 36-inch pipe and traversing Stoddard and Bollinger Counties, all in the State of Missouri.

A loop pipeline approximately 8.02 miles in length, beginning at a point on the Company's 36-inch pipeline located in Section 21, T 33 N, R 12 E, Cape Girardeau County, Missouri, extending in a northeasterly direction to a point of connection on the Company's 30-inch pipeline in Section 3, T 33 N, R 13 E, Perry County, Missouri, consisting of approximately 8.02 miles of 36-inch pipe and traversing Cape Girardeau and Perry Counties, all in the State of Missouri.

#### LATERAL PIPELINES

##### *Oak Ridge Lateral*

A 3-inch pipeline 0.11 miles in length, beginning at a point on the Company's 30-inch mainline in Section 31, T 33 N, R 12 E, Cape Girardeau County, Missouri, and extending in an easterly direction to the Company's meter site in Section 31, T 33 N, R 12 E, Cape Girardeau County, Missouri.

##### *Fisk Lateral*

A 4-inch pipeline 0.04 miles in length, beginning at a point on the Company's 30-inch mainline in Section 6, T 24 N, R 7 E, Butler

County, Missouri, and extending in a northerly direction to the Company's meter site in Section 6, T 24 N, R 7 E, Butler County, Missouri.

*Neeleyville Lateral*

A 3-inch pipeline 0.07 miles in length, beginning at a point on the Company's 30-inch mainline in Section 23, T 22 N, R 5 E, Butler County, Missouri, and extending in a westerly direction to the Company's meter site in Section 23, T 22 N, R 5 E, Butler County, Missouri.

SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. LANDS IN FEE

*Butler County*

*Pipeline Right of Way:*

All of Lots Eleven (11) and Fifteen (15) of the Third Addition to Inman Acres, Butler County, Missouri, as shown by the plat of same now on file in the office of the Recorder of Deeds in and for said county.

Conveyed by Merl Inman et al by General Warranty Deed dated 4-7-69 and recorded in Book 468 at Page 201.

*Pipeline Right of Way:*

All of Lot Eighteen (18) of Inman Acres Subdivision as shown on the plat of same now on file in the office of the Recorder of Deeds in and for Butler County, Missouri.

Conveyed by Alfred S. Inman, et ux by General Warranty Deed dated 4-7-69 and recorded in Book 468 at Page 203.

*Fisk Meter Site:*

All that certain tract or parcel of land located in the Southwest Quarter of Section 6, Township 24 North, Range 7 East, lying West of the county road and south of the Missouri Pacific Railroad and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section Six and on the centerline of the county road, thence north on and along said centerline of said county road which is also the North-South centerline of said Section Six, a distance of One Thousand One Hundred Forty-three and 1/10 Feet to a point, thence West at a right angle to said centerline a distance of Twenty Feet to a point on the West Right-of-Way line of said county road for a

beginning point (which beginning point is also One Hundred Fifty Feet (more or less) North of and along on said West Right-of-Way line of said county road from the point where the Natural Gas Pipeline Company of America's westernmost Thirty inch pipeline intersects said West Right-of-Way line);

Thence from point of beginning run West for a distance of fifty feet to a point; thence North for a distance of Seventy-five feet to a point; thence East for a distance of fifty feet to a point on the West right of way line of the aforementioned county road; thence South along and with the West right of way line of said road for a distance of Seventy-five feet to the point of beginning.

Conveyed by Henry Trentelman by Warranty Deed dated March 28, 1968 recorded in Book 451 Page 469.

*Doniphan Meter Site:*

All that certain tract or parcel of land located in the West Half of the Northwest Quarter ( $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ), Section 23, Township 22, Range 5, Butler County, Missouri, being more particularly described as follows:

Commencing at a point where the centerline of Natural Gas Pipeline Company of America's westernmost 30-inch pipeline intersects the South right of way line of the county road located along the North line of the West Half ( $W\frac{1}{2}$ ) of said Northwest Quarter ( $NW\frac{1}{4}$ ); thence West along and with the South right of way line of said county road for a distance of 285 feet to a point; thence south for a distance of 50 feet to a point; said point being the point of beginning of the tract of land herein described.

Thence from point of beginning run east for a distance of 75 feet to a point; thence run south for a distance of 25 feet to a point; thence west for a distance of 75 feet to a point; thence north for a distance of 25 feet to the point of beginning. Containing .043 acres.

Conveyed by James T. McKinley, et ux by General Warranty Deed dated 3-25-69 and recorded 3-25-69 in Book 466 at Page 562.

*Neeleyville Meter Site:*

All that certain tract or parcel of land located in the West Half of the Northwest Quarter ( $W\frac{1}{2}$  of  $NW\frac{1}{4}$ ), Section 23, Township 22, Range 5, Butler County, Missouri, being more particularly described as follows:

Commencing at a point where the centerline of Natural Gas Pipeline Company of America's westernmost 30 inch pipeline intersects

the South right of way line of the county road located along the North line of the West Half ( $W\frac{1}{2}$ ) of said Northwest Quarter ( $NW\frac{1}{4}$ ); thence West along and with the South right of way line of said county road for a distance of 210 feet; to a point; said point being the point of beginning of the tract of land herein described.

Thence from point of beginning run South for a distance of 50 feet; thence West for a distance of 75 feet; thence North for a distance of 50 feet to a point on the south right of way of the aforementioned county road; thence East along and with the South right of way line of said road for a distance of 75 feet to the point of beginning.

Conveyed by James T. McKinley et ux by General Warranty Deed dated 9-15-68 and recorded in Book 460 at Page 460.

*Cape Girardeau County*

*Oak Ridge Meter Site:*

A tract of land located in the Southeast Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 12 East, Cape Girardeau County, described as follows:

Commencing at a point where the Natural Gas Pipeline's easternmost 30-inch pipeline intersects the North right of way line of State Highway "E"; thence South  $89^{\circ} 30'$  East, along and with said right of way line a distance of 570.3 feet for a point of beginning, from which the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 31, Township 33 North, Range 12 East bears South  $0^{\circ} 30'$  West, 38 feet; thence North  $0^{\circ} 30'$  East, 75.0 feet; thence South  $89^{\circ} 30'$  East, 75.0 feet; thence South  $0^{\circ} 30'$  West 75.0 feet; thence North  $89^{\circ} 30'$  West 75.0 feet to the point of beginning, containing 0.13 acres. Conveyed by Henry F. Davis, et ux by Warranty Deed dated 9-12-67 and recorded in Book 261 at Page 511.

2. 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     | Page |
| <i>Bollinger County</i>        |               |          |      |
| James Gould .....              | 5-09-68       | 158      | 632  |
| <i>Butler County</i>           |               |          |      |
| James T. McKinley, et ux ..... | 8-13-68       | 459      | 233  |
| T. F. Highley, et ux .....     | 3-18-69       | 467      | 201  |

**EXHIBIT A PAGE 22**

| Grantor:                       | Date of<br>Grant | Recorded |      |
|--------------------------------|------------------|----------|------|
|                                |                  | Book     | Page |
| Floyd Bell, et ux .....        | 3-14-69          | 467      | 203  |
| James T. McKinley, et ux ..... | 3-25-69          | 466      | 562  |
| L. M. Thornton, et ux .....    | 3-27-69          | 467      | 260  |
| Denver Maynard, et ux .....    | 4-07-69          | 467      | 355  |
| Bertha Gaebler .....           | 4-08-69          | 467      | 357  |
| W. E. Thurston, et ux .....    | 4-11-69          | 467      | 380  |
| Alfred S. Inman, et ux .....   | 4-07-69          | 468      | 203  |
| Merl Inman, et al .....        | 4-07-69          | 468      | 201  |
| Maude E. Smith .....           | 5-20-69          | 467      | 588  |

*Cape Girardeau County*

|                     |         |     |     |
|---------------------|---------|-----|-----|
| Fred Wilferth ..... | 2-19-68 | 265 | 734 |
|---------------------|---------|-----|-----|

*Stoddard County*

|                                 |         |     |     |
|---------------------------------|---------|-----|-----|
| John E. Shaw, et ux .....       | 4-10-68 | 188 | 320 |
| George A. Jennings, et ux ..... | 4-10-68 | 188 | 321 |
| Vader W. Cookson, et al .....   | 5-24-68 | 35  | 303 |
| Ross Haney, et ux .....         | 7-22-68 | 35  | 427 |

3. CATHODIC PROTECTION 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     | Page |
| <i>Butler County</i>         |               |          |      |
| Dare Easton, et ux . . . . . | 9-07-67       | 445      | 583  |
| <i>Wheeler County</i>        |               |          |      |
| Hattie M. Lee . . . . .      | 1-11-68       | 210      | 458  |

**NEBRASKA**

**SPECIFIC DESCRIPTIONS AND DESCRIPTION BY REFERENCE**

**1. LANDS IN FEE**

*Otoe County*

*Compressor Station 196:*

The East 20 acres of the Northeast Quarter of the Northeast Quarter of Section 25, Township 9 North, Range 10 East in Otoe County, Nebraska.

Conveyed by Elsie M. Werner, et al by Warranty Deed dated January 12, 1968 and recorded in Book 119 at Page 333.

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

| Grantor:                        | Date of<br>Grant | Recorded |      |
|---------------------------------|------------------|----------|------|
|                                 |                  | Book     | Page |
| Leonard G. Kenning, et ux ..... | 5-22-69          | Misc.    | 220  |

## NEW MEXICO

### GENERAL DESCRIPTION OF ADDITIONS TO PIPELINE

#### MAIN TRANSMISSION LINES

##### *Permian Basin Pipeline*

A pipeline approximately 330.88 miles in length (137.04 miles in New Mexico and 193.84 miles in Texas), beginning at a point on the Company's Purification Plant No. 160 located in Section 118, Block 34, H & T C RR Survey, Ward County, Texas, and traversing Ward and Winkler Counties, Texas, in a northeasterly direction a distance of 36.78 miles, consisting of 36.78 miles of 30-inch pipe, to a point in Winkler County, Texas, said point being on the State Line between the States of Texas and New Mexico, and continuing into the State of New Mexico, traversing Lea and Roosevelt Counties, New Mexico, in a northeasterly direction for a distance of 137.04 miles, consisting of 65.63 miles of 30-inch pipe, and 71.41 miles of 24-inch pipe to a point in Roosevelt County, New Mexico, said point being on the State Line between the States of New Mexico and Texas, and continuing again into the State of Texas, traversing Bailey, Parmer, Castro, Deaf Smith, Randall, Potter and Moore Counties, Texas in a northeasterly direction for a distance of 157.06 miles consisting of 156.66 miles of 24-inch pipe and 0.40 miles of 30-inch pipe to a point of connection on the Company's 30-inch pipeline in Section 1, TT RR Survey, Moore County, Texas.

##### *Indian-Basin Pipeline Extension*

A pipeline approximately 23.19 miles in length, beginning at a point on the Company's existing 20-inch Indian Basin pipeline located in Section 13, T 17 S, R 29 E, Eddy County, New Mexico, extending in a northeasterly direction to a point of connection at the Company's Compressor Station No. 167 located in Section 23, T 16 S, R 33 E, Lea County, New Mexico, consisting of approximately 23.16 miles of 20-inch pipe and 0.03 miles of 24-inch pipe and traversing Eddy and Lea Counties, all in the State of New Mexico.

#### LATERAL PIPELINES

##### *South Hope Lateral*

A 6-inch pipeline 15.11 miles in length, beginning at a point on the Company's 6-inch Dagger Draw Lateral in Section 7, T 20 S, R 25 E,

**EXHIBIT A PAGE 24**

Eddy County, New Mexico, and extending in a northeasterly direction to Company's meter site in Section 30, T 18 S, R 23 E, Eddy County, New Mexico.

*Bluitt Lateral*

An 8-inch pipeline 3.27 miles in length, beginning at a point on the Company's 24-inch Permian Basin pipeline in Section 30, T 8 S, R 37 E, Roosevelt County, New Mexico, and extending in a northwesterly direction to Company's meter site in Section 15, T 8 S, R 36 E, Roosevelt County, New Mexico.

*North Indian Hill Lateral*

A 4-inch pipeline 2.30 miles in length, beginning at a point on the Company's 20-inch Indian Basin pipeline in Section 12, T 21 S, R 23 E, Eddy County, New Mexico, and extending in a northeasterly direction to the Company's meter site in Section 5, T 21 S, R 24 E, Eddy County, New Mexico.

**SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE**

**1. LANDS IN FEE**

*Lea County*

*Microwave Site 167A:*

A tract of land situated in the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 31, Township 12 South, Range 36 East, N.M.P.M., Lea County, New Mexico, being more particularly described as follows: Beginning at a point 30 feet North of the Southwest corner of Section 31, Township 12 South, Range 36 East, thence North along the West line of said Section a distance of 445 feet, thence East parallel with the South Line of said Section a distance of 425 feet, thence South parallel with the West line of said Section a distance of 445 feet, and thence West parallel with the South line of said Section a distance of 425 feet to the point of beginning, containing approximately 4.5 acres, more or less.

Conveyed by Libbie P. James, et vir by Warranty Deed dated January 23, 1969 and recorded as Document No. 25029.

*Roosevelt County*

*Microwave Site 167B:*

A tract of land situated in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section 3, Township 8 South, Range 35 East, N.M.P.M., Roosevelt

County, New Mexico, being more particularly described as follows: Beginning at the Southeast corner of Section 3, Township 8 South, Range 35 East, thence North along the East line of said Section a distance of 3,691 feet, thence West 50 feet to the point of beginning, said point being in the West line of New Mexico Highway 18, thence continuing West a distance of 445 feet, thence North a distance of 445 feet, thence East a distance of 445 feet to a point in said West line of New Mexico Highway 18, thence South a distance of 445 feet to the point of beginning, containing 4.55 acres, more or less.

Conveyed by Thomas Elton Parkinson, et ux by Warranty Deed dated January 21, 1969 and recorded 1-21-69 in Book 125 at Page 992.

2. 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     | Page |
| <i>Eddy County:</i>                      |               |          |      |
| J. E. Howell .....                       | 1-22-68       | 200      | 850  |
| Robert H. Tweedy .....                   | 9-06-67       | 199      | 791  |
| First National Bank of Albuquerque ..... | 9-10-67       | 199      | 789  |
| Ellis Hnulik, et ux .....                | 10-31-68      | 202      | 692  |
| Lloyd Foster .....                       | 10-30-68      | 202      | 694  |
| <i>Lea County:</i>                       |               |          |      |
| L.B.M. Cattle Co. ....                   | 3-25-68       | 308      | 808  |
| Merchant Livestock Company .....         | 3-25-68       | 308      | 810  |
| Elizabeth Skeen .....                    | 3-25-68       | 309      | 812  |
| Robert W. and Myrtle L. Skeen .....      | 3-22-68       | 308      | 814  |
| Nathan T. Roberts .....                  | 3-19-68       | 308      | 816  |
| Roxie Hartman .....                      | 3-29-68       | 308      | 882  |
| Robert Madera, et al .....               | 4-19-68       | 309      | 207  |
| J. D. Crowley, Jr. ....                  | 4-19-68       | 309      | 205  |
| Leo V. Sims, et al .....                 | 4-30-68       | 309      | 366  |
| Zula Bryant, et al .....                 | 5-09-68       | 309      | 510  |
| F. W. Kugler, et ux .....                | 8-18-67       | 305      | 834  |
| Kenneth R. Dowell, et ux .....           | 7-17-67       | 305      | 836  |
| Clara A. Elkan, et vir .....             | 5-12-67       | 304      | 511  |
| Clowe & Cowan, Inc. ....                 | 5-15-67       | 304      | 668  |
| Mike Field, a single man .....           | 6-06-67       | 304      | 993  |
| Tyson Field .....                        | 6-01-67       | 304      | 991  |
| G. L. Vinson .....                       | 6-27-67       | 305      | 814  |
| E. R. Vinson, et ux .....                | 7-25-67       | 305      | 816  |
| William Martin Weaver, et ux .....       | 7-29-67       | 305      | 818  |
| Carolyn Ewing Thomas, et vir .....       | 7-14-67       | 305      | 820  |
| Bobby Scott, et ux .....                 | 7-20-67       | 305      | 822  |
| Frances C. Ewing Athey, a widow .....    | 7-19-67       | 305      | 824  |
| A. J. Gafford, et ux .....               | 7-07-67       | 305      | 826  |

**EXHIBIT A PAGE 26**

| Grantor:                        | Date of Grant | Recorded |      |
|---------------------------------|---------------|----------|------|
|                                 |               | Book     | Page |
| G. L. Bailey, Sr., et ux .....  | 7-06-67       | 305      | 828  |
| William I. Willson, et ux ..... | 7-07-67       | 305      | 830  |
| Mrs. Fannie Vinson .....        | 7-10-67       | 305      | 832  |
| Fred Baldridge, et al .....     | 5-01-67       | 324      | 484  |
| Thomas Fred Adams .....         | 5-01-67       | 304      | 482  |
| M. D. Terry, et al .....        | 5-01-67       | 304      | 480  |
| Libbie P. James .....           | 12-17-68      | 274      | 651  |
| Dessie Sawyer .....             | 2-03-69       | 313      | 275  |
| Clowe & Cowan, Inc. ....        | 2-21-69       | 313      | 430  |
| Leroy Peveler .....             | 2-18-69       | 313      | 417  |
| Nine Ranch .....                | 3-24-69       | 314      | 591  |

*Roosevelt County:*

|                                         |          |    |     |
|-----------------------------------------|----------|----|-----|
| Floyd S. Brown .....                    | 9-28-67  | 19 | 128 |
| Thomas A. Brown .....                   | 9-28-67  | 19 | 100 |
| Margaret Rogers .....                   | 9-29-67  | 19 | 104 |
| Sherrell Brown Thornton .....           | 9-09-67  | 19 | 108 |
| Mrs. Mattie Ashbrook .....              | 9-29-67  | 19 | 112 |
| Elaine Brown .....                      | 10-06-67 | 19 | 116 |
| Sarah Elizabeth Brown Witte .....       | 10-02-67 | 19 | 120 |
| James A. Brown .....                    | 10-03-67 | 19 | 124 |
| Ray Ashbrook .....                      | 2-19-68  | 20 | 104 |
| C. C. Ashbrook .....                    | 2-19-68  | 20 | 101 |
| V. E. Seefield, et ux .....             | 5-01-67  | 18 | 95  |
| John Ryburn Matthews .....              | 5-10-67  | 18 | 127 |
| M. O. Woolam, et ux .....               | 5-19-67  | 18 | 129 |
| W. E. Latimer, et ux .....              | 8-04-67  | 18 | 379 |
| Sidney E. Pool, et al .....             | 8-03-67  | 18 | 407 |
| Buster S. Pool .....                    | 8-14-67  | 18 | 411 |
| Margaret Pool Phillips, et vir .....    | 8-10-67  | 18 | 415 |
| R. Frank Pool, et ux .....              | 8-09-67  | 18 | 419 |
| Samantha Anderson, Trustee, et al ..... | 4-15-67  | 18 | 60  |
| T. S. Massey, et ux .....               | 5-02-67  | 18 | 81  |
| C. C. Harvey, et ux .....               | 5-01-67  | 18 | 85  |
| Ray Ashbrook .....                      | 2-12-69  | 21 | 9   |
| C. C. Ashbrook .....                    | 2-12-69  | 21 | 12  |
| Marie Ainsworth and Mary Nell Hays .... | 2-03-69  | 21 | 19  |
| Arlon Perkins .....                     | 2-05-69  | 21 | 21  |
| W. E. Latimer, et ux .....              | 2-20-69  | 21 | 32  |
| Margaret Pool Phillips, et vir .....    | 2-18-69  | 21 | 37  |
| Robert Frank Pool, et ux .....          | 2-14-69  | 21 | 41  |
| Clara J. Pool, et al .....              | 2-21-69  | 21 | 45  |
| Buster S. Pool, et ux .....             | 2-17-69  | 21 | 49  |
| James A. Brown .....                    | 2-21-69  | 21 | 78  |
| Floyd S. Brown .....                    | 2-11-69  | 21 | 70  |
| Sherrell Ann Brown Thornton .....       | 2-20-69  | 21 | 74  |
| Mattie Ashbrook .....                   | 2-19-69  | 21 | 82  |
| Margaret Rogers .....                   | 2-24-69  | 21 | 86  |
| Sarah Elizabeth Brown Witte .....       | 2-24-69  | 21 | 90  |
| Elaine Geraldine Brown .....            | 2-24-69  | 21 | 94  |
| Thomas A. Brown .....                   | 2-25-69  | 21 | 98  |

INSTRUMENT OF APPOINTMENT

NATURAL GAS PIPELINE COMPANY OF AMERICA (hereinafter referred to as the "Company") and THE CHASE MANHATTAN BANK (National Association), successor by merger to The Chase National Bank of the City of New York, as Trustee under that certain Indenture of Mortgage and Deed of Trust dated as of November 1, 1945, from the Company to The Chase National Bank of the City of New York (hereinafter sometimes called the "Original Indenture") and under indentures supplemental to said Original Indenture dated respectively as of July 1, 1946, as of June 1, 1948, as of December 1, 1950, as of December 30, 1950, as of November 1, 1958, and as of April 1, 1959, and the Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth and Nineteenth Supplemental Indentures (said Original Indenture and said Supplemental Indentures being hereinafter collectively referred to as the Original Indenture As Amended and Supplemented, and the Original Indenture As Amended and Supplemented and as the same may hereafter be further supplemented and amended being hereinafter referred to as the "Indenture"), do hereby appoint, subject to the terms and conditions hereinafter contained, E. L. Loser, who resides at 141-19 Coolidge Avenue, Jamaica, New York, as co-trustee, to be designated the Individual Co-Trustee under the Indenture, said co-trustee having been designated by and appointed pursuant to the order of the Board of Directors of the Company and having been approved and appointed by the Trustee (which term shall herein have the same meaning as set forth in the Indenture), The Chase Manhattan Bank (National Association), said appointment having been authorized by provisions of Section 160 of the Original Indenture As Amended and Supplemented.

The Individual Co-Trustee is to the extent permitted by law, but to such extent only, deemed to be appointed subject to the following terms and conditions:

- (1) The Bonds issued and to be issued under the Indenture shall be authenticated and delivered solely by the Trustee, or its successor in the trust under the Indenture;
- (2) All cash collected by or payable to the Trustee or the Missouri Trustee or the Individual Co-Trustee or any of them pursuant to the Indenture shall be paid to and deposited with the Trustee, and all stocks, bonds and other securities received by the Trustee or the Missouri Trustee or the Individual Co-Trustee or any of them pursuant to the Indenture shall be delivered to and held by the Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under the Indenture, shall not vest in the Missouri Trustee or the Individual Co-Trustee but shall remain vested solely in the Trustee under the Indenture;
- (3) No powers shall be exercised hereunder by the Missouri Trustee or the Individual Co-Trustee except jointly with, or with the consent in writing of, the Trustee; provided, however, that if by any present or future law in any jurisdiction in which the Missouri Trustee is

competent to act and in which it may be necessary to perform any particular act or acts in the execution of the trusts created under the Indenture, the Trustee shall be incompetent or unqualified to perform such act or acts, then, to such extent as may be legally necessary, all of the acts required to be performed in such jurisdiction in the execution of the trusts created under the Indenture shall be performed by the Missouri Trustee acting alone; and provided further, that if by any present or future law in any jurisdiction in which the Individual Co-Trustee is competent to act and it may be necessary to perform any particular act or acts in the execution of the trusts created under the Indenture, the Trustee and the Missouri Trustee shall be incompetent or unqualified to perform such act or acts, then to such extent as may be legally necessary, all of the acts required to be performed in such jurisdiction in the execution of the trusts created under the Indenture shall be performed by the Individual Co-Trustee acting alone;

- (4) Any notice, request or writing by or in behalf of the Bondholders delivered solely to the Trustee, or its successor in the trust under the Indenture shall be deemed delivered to all the then trustees under the Indenture as effectually as if delivered to each of them; and
- (5) Any action authorized to be taken by the Trustee

under any provisions of the Indenture shall be sufficient for the purposes of the Indenture if taken by the Trustee alone; and any action authorized to be taken by the Trustee or by the Missouri Trustee under any provision of the Indenture shall also, subject to the proviso contained in (3) above, be sufficient for the purposes of the Indenture if taken by the Trustee alone, and the Individual Co-Trustee hereby irrevocably constitutes and appoints the Trustee, or its successor in the trust under the Indenture, the Missouri Trustee, his or its true and lawful agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, either in the name and on behalf of such Individual Co-Trustee or of the trustees and co-trustee jointly, to take any and all action and exercise any and all rights or powers whether or not conferred upon the Trustee alone, or such Missouri Trustee alone, or the Individual Co-Trustee alone, or upon the trustees and co-trustee jointly, by any of the provisions of the Indenture, but subject to the duties hereby imposed upon such Missouri Trustee, or the Individual Co-Trustee with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Trustee, the Missouri

Trustee or any substitute by virtue of this power of attorney.

E. L. Loser hereby accepts such appointment as co-trustee, herein designated as the Individual Co-Trustee, under the Indenture, subject to all of the terms and conditions hereinabove and in the Indenture contained.

In pursuance of the authority conferred upon the Company and the Trustee under the Indenture, the Company and the Trustee hereby convey, assign and transfer to E. L. Loser, as co-trustee jointly with the Trustee and the Missouri Trustee under the Indenture, all of the estates, properties, rights, powers and trusts of a co-trustee under the Indenture, subject to the terms, provisions and limitations herein and in the Indenture contained, with like effect as if E. L. Loser had been originally named as such co-trustee in the Original Indenture, and the Company and the Trustee hereby confirm such conveyance, assignment and transfer, and hereby consent thereto.

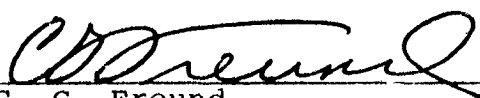
IN WITNESS WHEREOF, Natural Gas Pipeline Company of America has caused this Instrument of Appointment to be signed in its corporate name by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and The Chase Manhattan Bank (National Association) has caused this Instrument of Appointment to be signed in its corporate name by its Vice President and its corporate seal to be hereunto affixed and attested by an Assistant Secretary; and E. L. Loser, in token of his acceptance of his appointment as co-trustee and in token of his acceptance of the trusts set forth herein and in the Indenture contained, has signed this

Instrument of Appointment, all as of the 30th day of July,

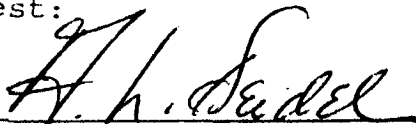
A.D. 1969.

NATURAL GAS PIPELINE COMPANY  
OF AMERICA

By

  
C. G. Freund  
Vice President

Attest:

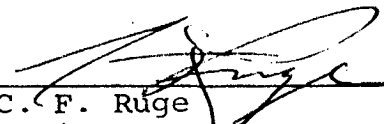
  
A. L. Seidel  
Secretary

Signed, sealed and delivered by  
Natural Gas Pipeline Company of  
America in the presence of:

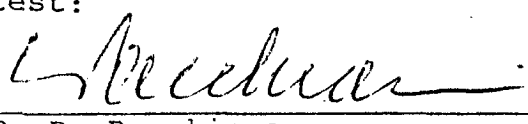
  
  
J. L. MARTIN  
A. M. WEISS

THE CHASE MANHATTAN BANK  
(NATIONAL ASSOCIATION)

By

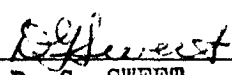
  
C. F. Ruge  
Vice President

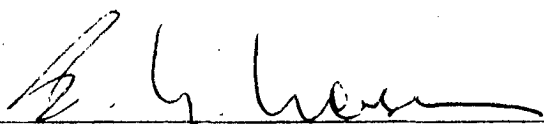
Attest:

  
R. R. Pacchiana  
Assistant Secretary

Signed, sealed and delivered  
by The Chase Manhattan Bank  
(National Association) in  
the presence of:

  
P. A. LE CONTE

  
D. G. SWEET

  
E. L. Loser  
Individual Co-Trustee

Signed, sealed and delivered

P. A. LE CONTE

D. G. SWEET

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

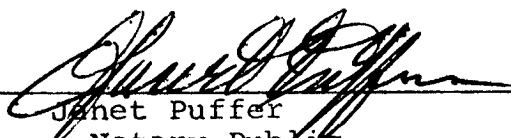
BE IT REMEMBERED, and I do hereby certify that on this 30th day of July, 1969, before me, a Notary Public in and for the County and State aforesaid, personally appeared C. G. Freund, a Vice President of Natural Gas Pipeline Company of America, a Delaware corporation, and A. L. Seidel, Secretary of said 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 C. G. Freund and A. L. Seidel, being each duly sworn by me, severally deposed and said: That they reside at 25 Portshire Drive, Lincolnshire, Illinois and 641 South

Bristol Lane, Arlington Heights, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively Vice President and Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted him by the by-laws of said corporation, and by authority and order of the Board of Directors thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(Notarial Seal)

  
Janet Puffer  
Notary Public

My Commission Expires  
February 1, 1971.

STATE OF ~~NEW YORK~~ ~~NEW YORK~~ )  
COUNTY OF ~~NEW YORK~~ ) SS.

BE IT REMEMBERED, and I do hereby certify, that on this 30th day of July, 1969, before me, a Notary Public in and for the County and State aforesaid, personally appeared C. F. Ruge, Vice President of The Chase Manhattan Bank (National Association), New York, New York, a corporation organized and existing under the laws of the State of New York, and R. R. Pacchiana, Assistant Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, and as the

persons who subscribed the name and affixed the seal of The Chase Manhattan Bank (National Association), New York, New York, one of the makers thereof, to the foregoing instrument as its Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, The Chase Manhattan Bank (National Association), New York, New York.

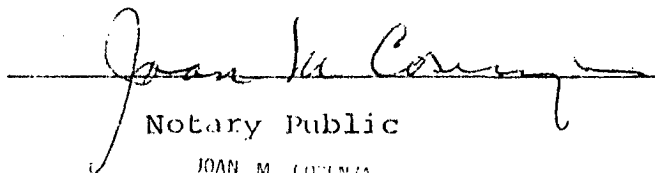
And the said C. F. Ruge and R. R. Pacchiana, being each duly sworn by me, severally deposed and said: That they reside at 80 Michael Street, Iselin, New Jersey, and 141-25 Northern Boulevard, Flushing, New York, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said Vice President, in pursuance of the power and authority granted him by the by-laws of said corporation, 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.

(Notarial Seal)

My Commission Expires  
MAY 30 1970

---

  
Notary Public  
JOAN M. CORINA  
Notary Public, State of New York  
No. 1-927690  
Qualified in Kings County  
Certificate Filed with N.Y. State Clerk  
Commission Expires March 30, 1970

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF KINGS )

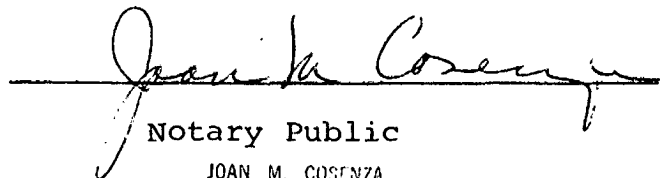
BE IT REMEMBERED, and I do hereby certify that on this 30th day of July, 1969, before me, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Loser, who resides at 141-19 Coolidge Avenue, Jamaica, New York, who is to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and having been by me duly sworn (or affirmed) did say and acknowledge to me that he executed the same for the uses, purposes and consideration therein set forth and expressed as his free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(Notarial Seal)

My Commission Expires

MAR 30 1970

  
Notary Public

JOAN M. COSENZA  
Notary Public, State of New York  
No. 24-5827690  
Qualified in Kings County  
Certificate Filed with New York Co. Clerk  
Commission Expires March 30, 1970