DELAWARE COUNTY IOWA
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2002 MY -7 AM 10: 13
BOOK 2002 PAGE 1745
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
171.00

Prepared by and when recorded return to:
James B. Parks, Bracewell & Patterson, L.L.P., 500 North Akard Street, Suite 4000, Dallas, Texas 75201 (214) 758-1034

# MORTGAGE AND SECURITY AGREEMENT

## (IOWA)

## NORTHERN NATURAL GAS COMPANY

## AS MORTGAGOR

## TO

## CITICORP NORTH AMERICA, INC.,

## AS PAYING AGENT

## AND

## AS MORTGAGEE

## DATED AS OF MAY 1, 2002

Notice: This Mortgage secures credit in the amount of $450,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This Mortgage contains an after acquired property clause.

This Mortgage grants a security interest by a transmitting utility.

# MORTGAGE (IOWA)

This Mortgage is executed and delivered by Northern Natural Gas Company, a Delaware corporation ("*Mortgagor*") to Citicorp North America, Inc., as Paying Agent under the Credit Agreement ("*Mortgagee*").

The address of Mortgagor is 1111 South 103rd Street, Omaha, Nebraska 68124-1000.

The address of Mortgagee is 399 Park Avenue, New York, New York 10043.

## ARTICLE 1
## DEFINITIONS

1.1 "*Affiliate*" shall have the meaning ascribed to such term in the Credit Agreement.

1.2 "*Credit Agreement*" the Credit Agreement dated as of November 19, 2001, between Mortgagor, the lenders party thereto, Citicorp North America, Inc. and JPMorgan Chase Bank, as Co-Administrative Agents thereunder, Citicorp North America, Inc., as Paying Agent, JPMorgan Chase Bank, as Collateral Trustee and JPMorgan Chase Bank, as Issuing Bank, as amended from time to time.

1.3 "*Collateral*" means the Realty Collateral and the Fixture Collateral, *excluding*, however, in each case, the Excluded Collateral.

1.4 "*Default Rate*" shall have the meaning ascribed to such term in the Credit Agreement.

1.5 "*Event of Default*" shall have the meaning ascribed to such term in the Credit Agreement.

1.6 "*Excluded Collateral*" means any property or asset with respect to which there exists by the terms of the instrument that created such property or asset (including, without limitation, terms that reference applicable laws, rules or regulations pertaining to the use of Native American lands) a prohibition on pledging or mortgaging such property or asset or an express obligation of Mortgagor to obtain from a Person who is not an Affiliate of Mortgagor such Person's consent to or approval of the execution of this instrument.

1.7 "*Fixture Collateral*" means all of Mortgagor's interest now owned or hereafter acquired in any asset or property that constitutes fixtures under the laws of the state in which such asset or property is located and that is located on or attached to any property that constitutes Realty Collateral.

1.8 "*Loan*" means the Borrowings under, and as defined in, the Credit Agreement.

1.9 "*Obligations*" means

(a) All obligations of the Mortgagor arising under or in connection with the Credit Agreement;

(b) All sums advanced or costs or expenses incurred by Mortgagee which are made or incurred pursuant to, or allowed by, the terms of this instrument plus interest thereon from the date of the advance until reimbursement of Mortgagee charged at the Default Rate (as defined in the Credit Agreement); and

(c) All renewals, extensions, amendments, and substitutions of the above.

1.10 "*Permitted Liens*" shall have the meaning ascribed to such term in the Credit Agreement.

1.11 "*Person*" shall have the meaning ascribed to such term in the Credit Agreement.

1.12 "*Realty Collateral*" means all of Mortgagor's interest now owned or hereafter acquired in and to:

(a) the fee interests, easements, rights-of-way, servitudes, and all other interests and rights in real property described in Exhibit A located in various counties in the State of Iowa; and

(b) all tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances now or hereafter belonging or in anywise appertaining to any and all such properties, all structures and improvements located or situated thereon, and all rents, profits, revenues, and other income thereof, thereto or therefrom.

1.13 "*Security Agreement*" shall have the meaning ascribed to such term in the Credit Agreement.

## ARTICLE 2
## CREATION OF SECURITY

2.1 **Conveyance and Grant of Lien**. In consideration of the advance or extension by Mortgagee to Mortgagor of the funds or credit constituting the Obligations, and in further consideration of the mutual covenants contained herein, Mortgagor, intending to be legally bound, by this instrument grants, bargains, sells, assigns, mortgages, transfers, warrants, assigns, pledges, sets over, and conveys all of Mortgagor's estate, right, title, and interest in and to the Collateral unto Mortgagee. To have and to hold the Collateral, whether now owned or hereafter acquired, unto the Mortgagee and its successors or substitutes in this Trust and to its assigns forever, together with all and singular the rights and appurtenances thereto in anywise belonging, to secure payment of the Obligations and the performance of the covenants of Mortgagor contained in this instrument. Mortgagor does hereby bind itself, its successors and permitted assigns, to warrant and forever defend all and singular the Collateral unto the Mortgagee and its successors or substitutes against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

## ARTICLE 3
## MORTGAGOR'S WARRANTIES AND COVENANTS

3.1 **Payment of Obligations**. Mortgagor covenants that Mortgagor shall timely pay when due the Obligations secured by this instrument.

3.2 **Further Assurances**.

(a) Mortgagor covenants that Mortgagor shall, from time to time and at its sole expense, promptly execute and deliver all such other and further instruments and documents, and shall do such other and further acts as in the opinion of Mortgagee may be reasonably necessary or desirable to carry out more effectively the purposes of this instrument and to perfect and continue the lien granted or intended to be granted hereby, including, without limiting the generality of the foregoing, the following:

(i) Prompt correction of any defect in the execution or acknowledgment of this instrument;

(ii) Prompt correction of any defect which may hereafter be discovered in the description of or title or priority of the lien granted pursuant to this instrument to the Collateral other than Permitted Liens;

(iii) Do or cause to be done all things necessary or proper to defend Mortgagor's title to (and the first-priority nature of the lien granted pursuant to this instrument in) the Collateral other than Permitted Liens;

(iv) Prompt payment when due and owing of all taxes, assessments, and governmental charges imposed on or assessed against this instrument, upon the interest of Mortgagee, upon the Collateral or any part thereof, or upon the revenues, income, or profits from any of the above; and

(v) Prompt payment when due and owing all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Collateral or any part thereof, and in general will do or cause to be done everything necessary so that the lien hereof shall be fully preserved.

3.3 **Operation of the Collateral**. As long as any of the Obligations remain unpaid or unsatisfied, Mortgagor shall (at Mortgagor's own expense):

(a) permit and do all things necessary or proper to enable the Mortgagee (through its agents and employees) to enter upon the Realty Collateral for the purpose of investigating and inspecting the condition and operations of the Collateral whenever they so desire;

(b) cause the Collateral to be kept free and clear of liens, charges, security interests, and encumbrances of every character other than Permitted Liens;

(c) give prompt written notice to Mortgagee of any legal action or threat of legal action taken by any Federal, State, or local governmental bodies or any other person or entity which action materially affects the Collateral; and

(d) furnish to Mortgagee, upon request, copies of all agreements and contracts relating to the Collateral, subject to confidentiality agreements.

3.4 **Recording**. Mortgagor shall promptly (at Mortgagor's own expense) record, register, deposit, and file this and every other instrument in addition or supplement hereto in such locations and at such times and as often as may be necessary to preserve, protect and renew the lien herein created as a first lien on the Collateral and otherwise shall do and perform all matters or things necessary or expedient to be done or observed by reason of any applicable law or regulation of any state or of the United States or any other competent authority for the purpose of effectively creating, perfecting, maintaining, and preserving the lien created hereby in and on the Collateral.

3.5 **After-Acquired Property**. Pursuant to Iowa Code Section 554B.3, any and all of the Collateral which is hereafter acquired shall immediately, without further conveyance, assignment or act on the part of Mortgagor or Mortgagee, become and be subject to the lien granted pursuant to this instrument as fully and completely as though specifically described herein.

## ARTICLE 4
## MORTGAGEE'S RIGHTS

4.1 **Operation of Property by Mortgagee**. Upon the occurrence of an Event of Default or at any time thereafter, and in addition to all other rights of Mortgagee and subject to applicable laws, rules, regulations, and orders, Mortgagee shall have the following rights and powers (but no obligation):

(a) To enter upon and take possession of any of the Collateral, to exclude Mortgagor therefrom, and to hold, use, administer, manage, and operate the same to the extent that Mortgagor could do so;

(b) To operate the Collateral, without any liability to Mortgagor in connection with such operations, except for failure to use ordinary care in the operation of the Collateral; and

(c) To the extent that Mortgagor could do so, to exercise every power, right, and privilege of Mortgagor with respect to the Collateral.

When and if the expenses of such operation incurred by Mortgagee have been paid, the Loan and all accrued interest thereon has been paid, and the other then accrued Obligations have been paid, the Collateral shall be returned to Mortgagor (providing there has been no foreclosure sale).

4.2 **Judicial Proceedings**. Upon the occurrence of an Event of Default or at any time thereafter, the Mortgagee may proceed by a suit or suits, in equity or at law (a) for the specific performance of any covenant or agreement herein contained or in aid of the execution of any

power herein granted, (b) for the appointment of a receiver pending any foreclosure hereunder or the sale of the Collateral, or (c) for the enforcement of any other available legal or equitable remedy.

4.3 **Remedies of Mortgagee; Foreclosure**. The Mortgagee may, at its option, after notice in writing to the Mortgagor, immediately cause this Mortgage to be foreclosed in the manner prescribed by law and, upon the commencement of foreclosure proceedings, shall be entitled to have a receiver appointed at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Collateral (the provisions for the appointment of a receiver and assignment of rents hereby granted to the Mortgagee being an express condition upon which the loans and payments hereby secured are made) for the benefit of the Mortgagee, with power to rent the same and to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during the pendency of such foreclosure suit and in the case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any future times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Collateral during the whole of said period. Any amount so collected by such receiver, whether prior to or following foreclosure, shall be applied under direction of the court upon the costs and expenses of foreclosure and receivership, expense of insurance on the improvements, expense of repairs, taxes, assessments, and the balance shall be paid to the Mortgagee to be applied on the indebtedness secured by this Mortgage.

The foregoing foreclosure and sale rights are subject to applicable laws, rules, regulations and orders, and subject to applicable prohibitions in existence on or before November 9, 2001, on sale or transfer in favor of any Person who is not an Affiliate of Mortgagor.

To the extent permitted by law, the Mortgagor hereby waives any and all rights of redemption or reinstatement that it may have.

If the aforementioned waiver is not effective, then it is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one (1) year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Code of Iowa. If the redemption period is so reduced, for the first three (3) months after the sale, such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the

time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or their successor in interest in such action. If the redemption period is so reduced, Mortgagor or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Code of Iowa.

This Section shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. This Section also shall not be construed to limit Mortgagee's right to elect foreclosure without redemption or to elect foreclosure by nonjudicial procedure as set forth in Chapters 654 and 655A of the Iowa Code. Mortgagor agrees that, in the event of a foreclosure of the Mortgage, under any provision of Iowa law, Mortgagee shall be entitled to sole possession and use of the Collateral during any redemption period.

4.4 **Certain Aspects of Sale**. Mortgagee will have the right to become the purchaser at any foreclosure sale and to credit the then outstanding balance of the Obligations against the amount payable by Mortgagee as purchaser at such sale. Recitals contained in any conveyance to any purchaser or purchasers at any sale made hereunder will conclusively establish the failure of Mortgagor to pay the Obligations or perform its covenants under this instrument, and the truth and accuracy of all other matters stated therein. Mortgagor does hereby ratify and confirm all legal acts that the Mortgagee may do in carrying out the Mortgagee's duties and obligations under this instrument, and Mortgagor hereby irrevocably appoints Mortgagee to be the attorney of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances, and notices, which Mortgagor ought to execute and deliver, and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained, and generally to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Mortgagee.

4.5 **Effect of Sale**. Any sale or sales of the Collateral will operate to divest all right, title, interest, claim, and demand whatsoever, either at law or in equity, of Mortgagor in and to the premises and the Collateral sold, and will be a perpetual bar both at law and in equity against Mortgagor, Mortgagor's successors or assigns, and against any and all persons claiming or who shall thereafter claim all or any of the Collateral sold by, through, or under Mortgagor, or Mortgagor's successors or assigns. Nevertheless, if requested by Mortgagee to do so, Mortgagor shall join in the execution and delivery of all proper conveyances, assignments, and transfers of the property sold. The purchaser or purchasers at the foreclosure sale will receive as incident to his, her, its, or their ownership, immediate possession of the Collateral purchased, and the Mortgagor agrees that if Mortgagor retains possession of the Collateral or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser or purchasers and will be subject to eviction and removal by any lawful means, with or without judicial intervention, and all damages by reason thereof are hereby expressly waived.

4.6 **Application of Proceeds**. The proceeds of any sale of the Collateral or any part thereof, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings, will be applied (a) first, to the payment of all expenses incurred by the Mortgagee in the execution of any remedies provided hereunder or by law, including, without limitation, court costs, compensation of agents and employees, legal fees, plus expenses of any entry or taking of possession, sale, advertising, or conveyance thereof; (b) second, to the payment of the Obligations; and (c) third, the balance, if any, thereafter remaining will be paid to Mortgagor or Mortgagor's successors or assigns as their interests may appear. Mortgagor shall remain liable for any deficiency remaining after the sale.

4.7 **Mortgagor's Waiver of Appraisement and Marshalling**. Mortgagor agrees to the full extent that Mortgagor may lawfully so agree that Mortgagor will not at any time insist upon or plead or in any manner whatever claim the benefit of any appraisement, valuation, stay, extension, or redemption law, now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this instrument, the absolute sale of the Collateral, or the possession thereof by any purchaser at any sale made pursuant to this instrument or pursuant to the decree of any court of competent jurisdiction; and Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, hereby waives the benefit of all such laws and, to the extent that Mortgagor may lawfully do so under any applicable law, any and all rights to have the Collateral marshalled upon any foreclosure of the lien hereof or sold in inverse order of alienation. Mortgagor agrees that the Mortgagee may sell the Collateral in part or as an entirety.

## ARTICLE 5
## MISCELLANEOUS

5.1 **Successor Paying Agent**. In case of the death, resignation, or removal of the Mortgagee as Paying Agent, a successor Paying Agent may be appointed under the Credit Agreement by instrument of substitution complying with any applicable requirements of law, and in the absence of any requirement, without other formality other than an appointment and designation in writing. The appointment and designation will vest in the named successor Paying Agent all the estate and title of the Mortgagee in all of the Collateral and all of the rights, powers, privileges, immunities, and duties hereby conferred upon the Mortgagee. All references herein to the Mortgagee will be deemed to refer to the successor Paying Agent from time to time acting hereunder.

5.2 **Advances by Mortgagee**. Each and every covenant of Mortgagor herein contained shall be performed and kept by Mortgagor solely at Mortgagor's expense. If Mortgagor fails to perform or keep any of the covenants of whatsoever kind or nature contained in this instrument, Mortgagee (either by it directly or on its behalf by any receiver appointed hereunder) may, but will not be obligated to, make advances to perform the same on Mortgagor's behalf, and Mortgagor hereby agrees to repay such sums and any attorneys' fees incurred in connection therewith on demand, plus interest thereon from the date of the advance until reimbursement of Mortgagee at the Default Rate. In addition, Mortgagor hereby agrees to repay on demand any costs, expenses, and attorneys' fees incurred by Mortgagee or the Trustee that are to be obligations of Mortgagor pursuant to, or allowed by, the terms of this instrument, plus interest thereon from the date of the advance by Mortgagee until reimbursement of the Mortgagee at the Default Rate.

5.3 **Defense of Claims**. Mortgagor shall promptly notify the Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Collateral or Mortgagee's interest in the Collateral, or any part thereof, and shall take such action, employing attorneys agreeable to the Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to defend Mortgagor's or Mortgagee's rights to the Collateral, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. Moreover, Mortgagee may take such independent action in connection therewith as it may in its discretion deem proper, including, without limitation, the right to employ independent counsel and to intervene in any suit affecting the Collateral. All costs, expenses, and attorneys' fees incurred by Mortgagee pursuant to this Article 5.3 or in connection with the defense by Mortgagee of any claims, demands, or litigation relating to Mortgagor, the Collateral, or the transactions contemplated in this instrument shall be paid by Mortgagor on demand, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee at the Default Rate.

5.4 **Termination**. If the Loan and all accrued interest thereon is paid in full and all other then accrued Obligations are paid in full and the then performable covenants herein contained are fully performed, then all of the Collateral will revert to Mortgagor, and the entire estate, right, title, and interest of the Mortgagee will thereupon cease; and the Mortgagee in such case shall, upon the request of Mortgagor and the payment by Mortgagor of all attorneys' fees and other expenses, deliver to Mortgagor proper instruments acknowledging satisfaction of this instrument.

5.5 **Amendments and Other Security**. Mortgagee may take or hold other security for the Obligations without notice to or consent of Mortgagor. The acceptance of this instrument by Mortgagee shall not waive or impair any other security Mortgagee may have or hereafter acquire to secure the payment of the Obligations nor shall the taking of any such additional security waive or impair the lien and security interests herein granted. The Mortgagee may resort first to such other security or any part thereof, or first to the security herein given or any part thereof, or from time to time to either or both, even to the partial or complete abandonment of either security, and such action will not be a waiver of any rights conferred by this instrument. This instrument may not be amended, waived, or modified except in a written instrument executed by both Mortgagor and Mortgagee.

5.6 **Mortgage and Assignment**. This instrument will be deemed to be and may be enforced from time to time as an assignment, chattel mortgage, contract, deed of trust, or real estate mortgage, and from time to time as any one or more thereof if appropriate under applicable state law.

5.7 **Limitation on Interest**. It is the intention of Mortgagor and Mortgagee to conform strictly to state and federal usury laws applicable to the payment of the Obligations and permitting the highest rate of interest. Accordingly, it is agreed that notwithstanding any provisions to the contrary in this instrument or in any of the instruments representing part or all of the Obligations or otherwise relating hereto, the aggregate of all interest and any other charges constituting interest under applicable law contracted for, chargeable or receivable under the Obligations or otherwise in connection herewith, shall under no circumstances exceed the maximum amount of interest permitted by law. If any excess of interest in such respect is

provided for in this instrument or in any of the installments representing part or all of the Obligations or otherwise relating hereto, then in such event (a) the provisions of this paragraph shall govern and control, (b) neither Mortgagor nor Mortgagor's heirs, legal representatives, successors or assigns, or any other party liable for the payment of the Obligations shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum permitted by law, (c) any excess shall be deemed a mistake and cancelled automatically and if theretofore paid, shall, at the option of the holder of the Obligations be refunded to Mortgagor or credited on the principal amount of the Obligations, and (d) the effective rate of interest shall be automatically subject to reduction to the maximum lawful contract rate allowed under such laws as now or hereafter construed by courts of appropriate jurisdiction.

5.8 **Unenforceable or Inapplicable Provisions**. If any provision hereof is invalid or unenforceable, the other provisions hereof will remain in full force and effect and will be liberally construed in favor of the Mortgagee in order to carry out the provisions hereof.

5.9 **Rights Cumulative**. Each and every right, power, and remedy herein given to Mortgagee will be cumulative and not exclusive, and each and every right, power, and remedy whether specifically herein given or otherwise existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee, as the case may be, and the exercise, or the beginning of the exercise, of any such right, power, or remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. No delay or omission by the Mortgagee in the exercise of any right, power, or remedy will impair any such right, power, or remedy or operate as a waiver thereof or of any other right, power, or remedy then or thereafter existing.

5.10 **Waiver by Mortgagee**. Any and all covenants in this instrument may from time to time by instrument in writing by the Mortgagee be waived to such extent and in such manner as the Mortgagee may desire, but no such waiver will ever affect or impair the Mortgagee's rights hereunder, except to the extent specifically stated in such written instrument.

5.11 **Terms**. This instrument is binding upon Mortgagor, Mortgagor's successors and assigns, and will inure to the benefit of Mortgagee and its successors and assigns.

5.12 **Counterparts**. This instrument may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original. To facilitate recordation, counterparts of this instrument may be executed with only the portion of Exhibit A that describes Collateral located in the county in which such counterpart is to be recorded.

5.13 **Governing Law**. This instrument shall be governed by and construed in accordance with the laws of the state in which the Collateral is located.

5.14 **Notice**. All notices required or permitted to be given by Mortgagor or Mortgagee shall be given and deemed to be received in the same manner as required or permitted pursuant to the Credit Agreement.

5.15 **Condemnation**. All awards and payments heretofore and hereafter made for the taking of or injury to the Collateral, or any portion thereof, whether such taking or injury be done under the power of eminent domain or otherwise, are hereby assigned, and shall be paid to

Mortgagee. Mortgagee is hereby authorized to collect and receive the proceeds of such awards and payments and to give proper receipts and acquittances therefor. Mortgagor hereby agrees to make, execute and deliver, upon request, any and all assignments and other instruments sufficient for the purpose of confirming this assignment of the awards and payments to Mortgagee free and clear of any encumbrances of any kind or nature whatsoever. Any such award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee after payment of reasonable attorneys' fees, costs, and expenses incurred in connection with the collection of such award or payment toward payment of all or a portion of the Obligations, whether or not the Obligations are then due and payable, or be paid over wholly or in part to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Collateral, which may have been altered, damaged, or destroyed as a result of any such taking, or other injury to the Collateral.

5.16 **Previously Conveyed Property**. Notwithstanding anything contained herein to the contrary, this instrument shall not encumber (a) any real property interest or (b) any asset or property that constitutes fixtures that, in each case, has been transferred or conveyed (other than a transfer or conveyance for collateral security purposes only) by Mortgagor prior to November 9, 2001.

5.17 **Modification and Amendment**. This Mortgage and Security Agreement is executed and filed in correction and/or modification and amendment (but not in extinguishment) of that certain Mortgage and Security Agreement filed in Book 200, Page 4134 of the Records of Delaware County, Iowa.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

EXECUTED effective as of the 1st day of May, 2002.

MORTGAGOR:

NORTHERN NATURAL GAS COMPANY

By: _____
Name: M.W. McGowan
Title: Vice-President

THE STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on the 1st day of May, 2002, by M.W. McGowan, Vice-President of Northern Natural Gas Company, a Delaware corporation, on behalf of said corporation.

GENERAL NOTARY-State of Nebraska
GAIL L. SPEVAK
My Comm. Exp. June 28, 2003

_____
Notary Public in and for
the State of Nebraska
My commission expires: 6-28-03

## EXHIBIT A

All of Mortgagor's interest now owned or hereafter acquired in and to the fee interests, easements, rights-of-way, servitudes, and all other interests in real property located in the County of Delaware in the State of Iowa, and legally described as follows:

EXHIBIT "A"
DELAWARE COUNTY, IOWA

| P/L NO. | NNG NO. | REF NO. | TYPE | ORIGINAL GRANTOR | ORIGINAL GRANTEE | INSTR DATE | FILE DATE | BOOK | PAGE | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| IAB 54001-002 | | 2004388 | EASEMENT | DREES, FLORENCE WERNER, ELIZABETH WERNER, HOWARD WERNER, ROSE ANN WERNER, NORBERT WERNER, ANNA WERNER, JOHN WERNER, CLARA C. WERNER, HELEN WERNER LUENSMANN, LEWIS LUENSMANN, RAYMOND WERNER, ANN WERNER, HENRY JAEGER, CHRISTINA WERNER JAEGER, MILLIE WERNER AND GEORGE WERNER | NORTHERN NATURAL GAS CO. | 03/25/58 | 07/26/58 | I MISC | 620 | S/2 SW/4 SEC 15 & N/2 NW/4 SEC 22-T88N-R3W |
| IAB 54001-003 | | 2004389 | EASEMENT | WERNER, DAVID J., AND FRANCES A. WERNER | NORTHERN NATURAL GAS CO. | 03/14/58 | 07/26/58 | I MISC | 619 | SW/4 & S/2 NW/4 SEC 22-T88N-R3W |
| IAB 54001-004 | | 2004390 | EASEMENT | SABERS, LOYD J. | NORTHERN NATURAL GAS CO. | 03/14/58 | 07/26/58 | I MISC | 615 | N 35 ACS OF NW/4 NW/4 SEC 27-T88N-R3W |
| IAB 54001-005 | | 2004391 | EASEMENT | PINS, EDWARD S., AND IRENE C. PINS | NORTHERN NATURAL GAS CO. | 03/14/58 | 07/26/58 | I MISC | 611 | S/2 NW/4 & S/8 NW/4 NW/4 SEC 27-T88N-R3W |
| IAB 54001-006 | | 2004392 | EASEMENT | LAHR, HENRY, AND EMMA LAHR | NORTHERN NATURAL GAS CO. | 03/25/58 | 07/26/58 | I MISC | 610 | W 3/4 SW/4 SEC 27-T88N-R3W |
| IAB 54001-007 | | 2004393 | EASEMENT | SCHUSTER, ROBERT P., AND ISABEL SCHUSTER | NORTHERN NATURAL GAS CO. | 03/14/58 | 07/26/58 | I MISC | 614 | W/2 NW/4 SEC 34-T88N-R3W |
| IAB 54001-008 | | 2004394 | EASEMENT | WHITE, AELRED J., WILLETLA A. WHITE AND STELLA KRAMER WEBER | NORTHERN NATURAL GAS CO. | 03/14/58 | 07/26/58 | I MISC | 618 | W/2 SW/4 SEC 34-T88N-R3W |
| IAB 54001-009 | | 2004395 | EASEMENT | TRENKAMP, THEODORE | NORTHERN NATURAL GAS CO. | 07/24/58 | 07/31/58 | I MISC | 621 | W FRL/2 OF NW/4 SEC 3 & S/2 NE FRL/4 & S/2 NE FRL/4 OF NE/4 & E |

EXHIBIT "A"
DELAWARE COUNTY, IOWA

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|---|---|---|---|---|---|---|---|---|---|---|
| IAB 54001-009 | | | | | | | | | | 2 ACS OF SE/4 NW FRL/4 SEC 4-T87N-R3W |
| IAB 54001-010 | | 2004396 | EASEMENT | JURGENS, WM., AND MARY ENETTE JURGENS | NORTHERN NATURAL GAS CO. | 03/18/58 | 07/26/58 | I MISC | 606 | E/2 SE/4 SEC 4-T87N-R3W |
| IAB 54001-011 | | 2004397 | EASEMENT | AMENT, LEO B., AND MARY A. AMENT | NORTHERN NATURAL GAS CO. | 03/17/58 | 07/26/58 | I MISC | 599 | N/2 NE/4 SEC 9-T87N-R3W |
| IAB 54001-012 | | 2004398 | EASEMENT | KURT, GEORGE, AND BARBARA KURT | NORTHERN NATURAL GAS CO. | 03/21/58 | 07/26/58 | I MISC | 607 | S/2 NE/4 SEC 9-T87N-R3W |
| IAB 54001-013 | | 2004399 | EASEMENT | BROKAW, STUART F., AGNES A. BROKAW, LEON R. PROBERT AND FRANCIE PROBERT | NORTHERN NATURAL GAS CO. | 04/12/58 | 05/02/58 | I MISC | 534 1/2 | SE/4 SEC 9-T87N-R3W |
| IAB 54001-014 | | 2004400 | EASEMENT | FELTES, JOHN, JR., AND IRENE FELTES | NORTHERN NATURAL GAS CO. | 03/20/58 | 07/26/58 | I MISC | 603 | N/2 NE/4 SEC 16-T87N-R3W |
| IAB 54001-015 | | 2004401 | EASEMENT | HAJEN, FRED, AND SOPHIA HAJEN | NORTHERN NATURAL GAS CO. | 03/17/58 | 07/26/58 | I MISC | 605 | S/2 NE/4 SEC 16-T87N-R3W |
| IAB 54001-016 | | 2004402 | EASEMENT | LITTLEFIELD, ROBERT G., SUSAN LITTLEFIELD, JAMES H. LITTLEFIELD, VIRGINIA M. LITTLEFIELD AND RACHEL LITTLEFIELD FERGUSON | NORTHERN NATURAL GAS CO. | 04/07/58 | 07/26/58 | I MISC | 608 | N/2 SE/4 & E/2 SW/4 SEC 16-T87N-R3W |
| IAB 54001-017 | | 2004403 | EASEMENT | FERGUSON, RACHEL R. LITTLEFIELD, AND B. M. FERGUSON | NORTHERN NATURAL GAS CO. | 03/17/58 | 07/26/58 | I MISC | 602 | S/2 SE/4 SEC 16-T87N-R3W |
| IAB 54001-018 | | 2004404 | EASEMENT | RECKER, GILBERT G., AND | NORTHERN NATURAL | 03/18/58 | 07/26/58 | I | 613 | E/2 NE/4 SEC 21-T87N-R3W, EXCEPT |

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| IAB 54001-018 | | | | KATHERINE A. RECKER | GAS CO. | | | MISC | | RR |
| IAB 54001-019 | | 2004405 | EASEMENT | BRUNKAN, JAMES A., AND BERNICE BRUNKAN | NORTHERN NATURAL GAS CO. | 03/18/58 | 07/26/58 | I MISC | 600 | E/2 SE/4 & E/2 W/2 NE/4 SEC 21 & N/2 NE/4 SEC 28-T87N-R3W |
| IAB 54001-019 | | 2004406 | QUITCLAIM DEED | NORTHERN NATURAL GAS CO. | STATE OF IOWA | 11/20/73 | 01/21/74 | 094 | 287 | HWY ROW E/2 SE/4 & E/2 W/2 NE/4 SEC 21 & N/2 NE/4 SEC 28-T87N-R3W [MODIFIES REF NO. 2004405] |
| IAB 54001-020 | | 2004407 | EASEMENT | WEBER, GERALD, AND AGNES WEBER | NORTHERN NATURAL GAS CO. | 03/20/58 | 07/26/58 | I MISC | 617 | W/2 SE/4 SEC 21-T87N-R3W |
| IAB 54001-021 | | 2004408 | EASEMENT | WELTER, HERMAN J., AND MILLY C. WELTER | NORTHERN NATURAL GAS CO. | 03/19/58 | 07/26/58 | I MISC | 616 | SW/4 NE/4 SEC 28-T87N-R3W |
| IAB 54001-022 | | 2004409 | EASEMENT | RICHARD, CHARLES H., AND LENORA E. RICHARD | NORTHERN NATURAL GAS CO. | 03/19/58 | 07/26/58 | I MISC | 612 | PART OF SE/4 SEC 28, LYING W OF HWY, EXC RR ROW & N 14 RODS OF E 16 RODS OF NE/4 SE/4, & N/2 NE/4 SEC 33-T87N-R3W |
| IAB 54001-023 | | 2004410 | EASEMENT | EILERS, GLENN H., AND FRANCES A. EILERS | NORTHERN NATURAL GAS CO. | 04/08/58 | 07/26/58 | I MISC | 601 | S/2 NE/4 SEC 33-T87N-R3W |
| IAB 54001-024 | | 2004411 | EASEMENT | LANG, WILLIAM C., AND CLARA LANG | NORTHERN NATURAL GAS CO. | 03/19/58 | 07/26/58 | I MISC | 609 | E/2 NW/4 SEC 33-T87N-R3W |
| IAB 54001-025 | | 2004412 | EASEMENT | GREER, CAMERON K., AND FANNIE B. GREER | NORTHERN NATURAL GAS CO. | 03/19/58 | 07/26/58 | I MISC | 604 | S/2 SE/4 & NW/4 SE/4, EXC E 30 FT N OF HWY, & E/2 SW/4 SEC 33-T87N-R3W, EXC RR |
| IAB 57001-002 | | 4002443 | EASEMENT | ENGEL, JOSEPH H., AND REVA F. ENGEL | NORTHERN NATURAL GAS CO. | 03/14/60 | 04/07/60 | J MISC | 097 | SE/4 NW/4 & PART NE/4 SW/4 LYING N OF ROAD SEC 16-T88N-R4W |
| IAB 57201-004 | | 4002612 | EASEMENT | HARRIS, MAY BELL, DALE O. | NORTHERN NATURAL | 05/10/60 | 07/15/60 | J | 123 | S/2 SW/4 SEC 11 & N/4 NW/4 SEC |

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| IAB 57201-004 | | | | HARRIS AND DONNA HARRIS | GAS CO. | | | MISC | | 14-T88N-R4W |
| IAB 57201-005 | | 4002613 | EASEMENT | HEIMS, HELEN | NORTHERN NATURAL GAS CO. | 04/28/60 | 07/15/60 | J MISC | 124 | N/2 SW/4 SEC 11-T88N-R4W |
| IAB 57201-006 | | 4002614 | EASEMENT | GIBBS, WILLIAM C., THERESE V. GIBBS AND ANNA M. GIBBS | NORTHERN NATURAL GAS CO. | 06/13/60 | 07/15/60 | J MISC | 133 | N/2 NE/4 & E/2 NW/4 SEC 11-T88N-R4W |
| IAB 57201-007 | | 4002615 | EASEMENT | THOMPSON, HOWARD O., AND IRMA M. THOMPSON | NORTHERN NATURAL GAS CO. | 07/25/60 | 09/08/60 | J MISC | 134 | S/2 SE/4 & S/2 SW/4 SEC 2-T88N-R4W, EXC TRACT COMM AT NE/C OF SD S/2 SW/4; TH S 8 RODS; TH W 40 RODS; TH N 8 RODS; TH E 40 RODS TO POB |
| IAB 57201-008 | | 4002616 | EASEMENT | GOEDKEN, GILBERT, GERMAINE GOEDKEN AND ALTA B. METCALFE | NORTHERN NATURAL GAS CO. | 05/10/60 | 07/15/60 | J MISC | 120 | N/2 SE/4, EXC W 10 ACS THEREOF & EXC E 8 ACS THEREOF, SEC 2-T88N-R4W |
| IAB 57201-009 | | 4002617 | EASEMENT | HACKBARTH, ARTHUR, AND GERTRUDE HACKBARTH | NORTHERN NATURAL GAS CO. | 05/05/60 | 07/15/60 | J MISC | 121 | W/4 NW/4 SE/4 & TR COMM SW/C OF SW/4 NE/4; TH E 60 RODS; TH N 60 RODS; TH W 60 RODS; TH S 60 RODS TO POB, ALL IN SEC 2-T88N-R4W |
| IAB 57201-010 | | 4002618 | EASEMENT | HAM, RAYMOND E., AND LETHA J. HAM | NORTHERN NATURAL GAS CO. | 05/05/60 | 07/15/60 | J MISC | 122 | SE/4 SE/4 SEC 35-T89N-R4W & NW FRL/4 NE/4, EXCEPT PART COMM 1320' W OF NE/C OF NE/4 NE/4; TH S 203' TO E SIDE OF ROAD ROW; TH ALONG SD ROW NW'LY 210' TO N LINE OF NW/4 NE/4; TH E 108' TO POB, & N/4 OF W 3/4 OF SW/4 NE/4, ALL IN SEC 2-T88N-R4W |
| IAB 57201-011 | | 4002620 | EASEMENT | YOUNG, E. GRACE, AND | NORTHERN NATURAL | 06/03/60 | 07/15/60 | J | 128 | S 21 ACS OF NE/4 SE/4 SEC |

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| IAB 57201-011 | | | | FLORENCE J. YOUNG | GAS CO. | | | MISC | | 35-T89N-R4W |
| IAB 57301-002 | | 4002643 | EASEMENT | JOSEPH, RAYMOND P., AND ALICE PATTON JOSEPH | NORTHERN NATURAL GAS CO. | 04/27/60 | 07/15/60 | J MISC | 125 | NW/4 SEC 16 & SW/4 NE/4 SEC 17-T87N-R3W |
| IAB 57301-003 | | 4002644 | EASEMENT | KIRKWOOD, MAURICE, AND MARILYN J. KIRKWOOD | NORTHERN NATURAL GAS CO. | 04/27/60 | 07/15/60 | J MISC | 126 | SE/4 NE/4 SEC 17-T87N-R3W |
| IAB 57301-004 | | 4002645 | EASEMENT | FERGUSON, RACHEL LITTLEFIELD, B. M. FERGUSON, MARGUERITE LITTLEFIELD LAMONT AND W. F. LAMONT | NORTHERN NATURAL GAS CO. | 05/16/60 | 07/15/60 | J MISC | 119 | S/2 NW/4 SEC 17-T87N-R3W |
| IAB 57301-005 | | 4002646 | EASEMENT | MOHR, HANS, AND CHRISTINA MOHR | NORTHERN NATURAL GAS CO. | 06/14/60 | 07/15/60 | J MISC | 127 | S/2 NE/4 SEC 18-T87N-R3W |
| IAB 73701-002 | | 3016448 | EASEMENT | ROSS, DOUGLAS, AND IRMA ROSS | | 05/28/56 | 09/17/56 | I MISC | 341 | SW/4 SE/4 SEC 7-T88N-R5W |
| IAB 73701-003 | | 3016449 | EASEMENT | ARNOLD, D. F., AND JOANN ARNOLD | | 06/11/56 | 09/17/56 | I MISC | 212 | N/2 SE/4 & NE/4, EXCEPT RR ROW, SEC 7-T88N-R5W |
| IAB 73701-004 | | 3016450 | EASEMENT | PATTON, JAMES E., GLADYS PATTON , J. J. RIEGER AND MAGGIE RIEGER | | 06/11/56 | 09/17/56 | I MISC | 340 | NE/4 SE/4 & N26-2/3 ACS OF SE/4 SE/4, EXCEPT RR ROW, & ALL THAT PART OF S 1/3 OF SE/4 SE/4 LYING W OF RR ROW & S 8 ACS OF W 42 ACS W OF RR OF THE E FRL/2 NE/4, ALL IN SEC-6-T88N-R5W |
| IAB 73701-004, IAB 73701-005 | | 3016451 | QUITCLAIM DEED | NORTHERN NATURAL GAS CO. | | 11/02/73 | | | | U.S. HWY #520 ROW IN E FRL/2 NE/4 SEC 6-T88N-R5W EXC A 50' WIDE STRIP FOR P/L ROW [MODIFIES REF NO. 3016450 & NO. 3016452] |

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| IAB 73701-005 | | 3016452 | EASEMENT | ROSSOW, WM. | | 06/11/56 | 09/17/56 | I MISC | 342 | E/2 OF N 34 ACS OF W 42 ACS OF E FRL/2 NE/4 SEC 6-T88N-R5W |
| IAB 73701-006 | | 3016454 | EASEMENT | ONDLER, PEARL AGNES, AND C. E. ONDLER | | 09/12/56 | 09/17/56 | I MISC | 339 | PART OF LOTS 12 & 13 OF SUBDIVISION OF E 3/4 S/2 SEC 32-T89N-R5W |
| IAB 78601-002 | | 5001562 | EASEMENT | GIENAPP, ELVIN, AND VERA M. GIENAPP | NORTHERN NATURAL GAS CO. | 01/20/66 | 08/12/66 | K MISC | 163 | E/2 SE/4 SEC 13-T88N-R6W |
| IAB 78601-002 | | 5001563 | EASEMENT | SILL, ALBERT V., AND HAZEL B. SILL | NORTHERN NATURAL GAS CO. | 04/30/66 | 08/12/66 | K MISC | 185 | E/2 SE/4 SEC 13-T88N-R6W |
| IAB 78601-003 | | 5001564 | EASEMENT | TRAVER, ROBERT H., AND ADA TRAVER | NORTHERN NATURAL GAS CO. | 01/20/66 | 08/12/66 | K MISC | 186 | E/2 NE/4 SEC 24-T88N-R6W |
| IAB 78601-004 | | 5001565 | EASEMENT | HILBY, JOSEPH A., AND ROBERT H. HILBY | NORTHERN NATURAL GAS CO. | 01/20/66 | 08/12/66 | K MISC | 166 | NE/4 SE/4 SEC 24, EXC TRACT WHOSE POB IS INTERSECTION OF W LINE ROW HWY #13 & S LINE HWY RUNNING E & W THRU CENTER SEC 24; TH S WITH W SIDE HWY #13 12-1/4 RODS; TH W 12-1/4 RODS; TH N 12-1/4 RODS TO S LINE SD HWY RUNNING E & W; TH E WITH S LINE SD HWY 12-1/4 RODS TO POB; SE/4 SE/4 SEC 24; NE/4 NE/4 SEC 25; SE/4 NE/4 SEC 25, EXC S 15 RODS OF E 32 RODS THEREOF; SW/4 NE/4 SEC 25, ALL IN T88N-R6W |
| IAB 78601-006 | | 5001567 | EASEMENT | RICHARDSON, PAUL, AND ARLENE RICHARDSON | NORTHERN NATURAL GAS CO. | 02/10/66 | 08/12/66 | K MISC | 182 | N/2 SE/4 SEC 25-T88N-R6W |
| IAB 78601-007 | | 5001568 | EASEMENT | SQUIRES, FRANCES, CONSERVATORSHIP, ADA F. | NORTHERN NATURAL GAS CO. | 03/19/66 | 08/12/66 | K MISC | 171 | S/2 SE/4 SEC 25-T88N-R6W |

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| IAB 78601-007 | | | | KEOPPEL, CONSERVATOR | | | | | | |
| IAB 78601-008 | | 5001569 | EASEMENT | ARNOLD, HAZEL P. | NORTHERN NATURAL GAS | 01/14/66 | 08/12/66 | K MISC | 157 | W/2 NE/4 SEC 36-T88N-R6W |
| IAB 78601-009 | | 5001570 | EASEMENT | SPANGLER, GRACE R., DEC'D, EST, BY BOARD OF SUPERVISORS OF DELAWARE COUNTY, TRS | NORTHERN NATURAL GAS CO. | 03/22/66 | 08/12/66 | K MISC | 161 | W/2 SE/4 SEC 36-T88N-R6W |
| IAB 78601-010 | | 5001571 | EASEMENT | BOSS, WALTER B., AND VIOLA BOSS | NORTHERN NATURAL GAS CO. | 01/19/66 | 08/12/66 | K MISC | 159 | W/2 NE/4 SEC 1-T87N-R6W |
| IAB 78601-011 | | 5001572 | EASEMENT | SHEETS, VERA LOCKHART, AND ROBERT L. SHEETS | NORTHERN NATURAL GAS CO. | 02/17/66 | 08/12/66 | K MISC | 184 | NW/4 SE/4 SEC 1-T87N-R6W |
| IAB 78601-012 | | 5001573 | EASEMENT | PRIER, MARVIN L., AND EUNICE T. PRIER | NORTHERN NATURAL GAS CO. | 01/24/66 | 08/12/66 | K MISC | 178 | E/2 SW/4 SEC 1-T87N-R6W |
| IAB 78601-013 | | 5001574 | EASEMENT | SHOVER, LOIS LOCKHART, AND JOHN C. SHOVER | NORTHERN NATURAL GAS CO. | 01/31/66 | 08/12/66 | K MISC | 183 | SW/4 SE/4 SEC 1-T87N-R6W |
| IAB 78601-014 (OFFLINE) | | 8000343 | PIPELINE EASEMENT | REILLY, IRENE | NORTHERN NATURAL GAS CO. | 12/16/65 | 08/12/66 | K MISC | 181 | NW/4 NE/4 & N/2 SW/4 NE/4 SEC 1-T87N-R6W |
| IAB 78601-015 | | 5001576 | EASEMENT | IRONSIDE, GERALDINE, AND RAYMOND E. IRONSIDE | NORTHERN NATURAL GAS CO. | 02/03/66 | 08/12/66 | K MISC | 168 | E/2 NW/4 SEC 12-T87N-R6W |
| IAB 78601-017 | | 5001578 | EASEMENT | WENGER, GELBERT, AND IRENE WENGER | NORTHERN NATURAL GAS CO. | 01/15/66 | 08/12/66 | K MISC | 188 | NE/4 SW/4 & SE/4 SW/4, EXCEPT E/2 SE/4 SE/4 SW/4 SEC 12-T87N-R6W |
| IAB 78601-021 | | 5001582 | EASEMENT | KEEBLER, ALBERT I., AND HAZEL M. KEEBLER | NORTHERN NATURAL GAS CO. | 02/02/66 | 08/12/66 | K MISC | 170 | W 20 RODS OF S 32 RODS OF SW/4 SE/4 & E/2 SE/4 SE/4 SW/4 SEC 12-T87N-R6W |