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NATURAL GAS PIPELINE COMPANY
OF AMERICA

TO

THE CHASE MANHATTAN BANK (National Association),

MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION

AND

E. L. LOSER,
AS TRUSTEES

Twenty-Third Supplemental Indenture

DATED AS OF SEPTEMBER 1, 1973

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

(This Instrument Contains After-acquired Property Provisions.)

TWENTIETH CENTURY PRESS, CHICAGO 60606

This Twenty-Third Supplemental Indenture dated as of September 1, 1973, between **NATURAL GAS PIPE-LINE 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; and

WHEREAS, thereafter the Company has made, executed and delivered the Twentieth, Twenty-First and Twenty-Second Supplemental Indentures to its Original Indenture to The Chase Manhattan Bank

(National Association), Mercantile Trust Company National Association and E. L. Loser, as Trustees (said Original Indenture, and said Supplemental Indentures mentioned in this and the preceding recitals being hereinafter collectively called the "Original Indenture, as Amended," and such Original Indenture, as Amended, as supplemented by this Twenty-Third 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, the Company has heretofore issued under the Original Indenture, as Amended, nineteen several series of its First Mortgage Pipeline Bonds in the aggregate principal amount of $552,556,000, of which, at the close of business on July 31, 1973, there were outstanding an aggregate principal amount of $328,359,000 of said Bonds, constituting portions of fifteen 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 Twenty-Third Supplemental Indenture, and to be designated First Mortgage Pipeline Bonds, 8.35% Series due 1993 (hereinafter called the "Bonds of 1993 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 Twenty-Third Supplemental Indenture are authorized by the provisions of Section 163 of the Original Indenture; and

WHEREAS, the text of the Bonds of 1993 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

8.35% SERIES DUE 1993

DUE SEPTEMBER 1, 1993

NATURAL GAS PIPELINE COMPANY OF AMERICA, a corporation of the State of Delaware (hereinafter called the "Company"), for value received, hereby promises to pay to ..... or registered assigns, on the first day of September, 1993, 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, 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 8.35% per annum, payable at the office or agency of the Company in the Borough of Manhattan, the City of New York, New York, in like coin or currency on the interest payment dates (such dates being the first day of March and of September in each year, and September 1, 1993) until the principal hereof shall have been paid or made available for payment, the first interest payment date being March 1, 1974, 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 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 for such interest payment date, which Record Date shall be the fifteenth day of the calendar month 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.

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, Twentieth, Twenty-First, Twenty-Second, and Twenty-Third 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 66⅔% in principal amount of the

Bonds then outstanding affected by such change or modification (excluding Bonds disqualified from voting by reason of the Company's interest therein as provided in the Indenture); *provided, 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, 8.35% Series due 1993."

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 Twenty-Third Supplemental Indenture, dated as of September 1, 1973, at the redemption prices set forth below; *provided, however,* that the Bonds of this series may not be so redeemed at the option of the Company prior to September 1, 1978, 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 8.35% per annum. Such several optional redemption prices (expressed in percentages of principal amount) applicable during the twelve month periods ending on the last day of August in the years indicated below, are as follows:

1974	108.35%	1984	103.96%
1975	107.92%	1985	103.52%
1976	107.48%	1986	103.08%
1977	107.04%	1987	102.64%
1978	106.60%	1988	102.20%
1979	106.16%	1989	101.76%
1980	105.72%	1990	101.32%
1981	105.28%	1991	100.88%
1982	104.84%	1992	100.44%
1983	104.40%	1993	100.00%

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

The Bonds of this series are also subject to redemption, and may be redeemed on September 1, 1974, and on September 1, in each year thereafter, to and including September 1, 1992, through the operation of the sinking fund, the terms and provisions of which are set forth in the Twenty-Third Supplemental Indenture, dated as of September 1, 1973, 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 Twenty-Third Supplemental Indenture, dated as of September 1, 1973, 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 hereof shall be called for redemption as provided in the Indenture, this Bond or such portion hereof (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, 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 hereof 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, the Company also desires in and by this Twenty-Third Supplemental Indenture to amend Section 24 of the Original Indenture, as amended, as herein set forth; and

WHEREAS, all acts and things necessary to make the Bonds of 1993 Series, when authenticated by the Trustee and issued as in the Original Indenture, as Amended, and in this Twenty-Third 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 Twenty-Third Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, THIS TWENTY-THIRD SUPPLEMENTAL INDENTURE WITNESSETH, that, in order further to secure the payment of the principal of and interest on all Bonds at any time issued and outstanding under the Indenture according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and in the Indenture contained (except any covenant of the Company with respect to the refund or reimbursement of taxes, assessments or other governmental charges on account of the ownership of the Bonds or the income derived therefrom, for which the holders of the Bonds shall look only to the Company and not to the property mortgaged and pledged under the Indenture), and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and of the sum of $1.00 duly paid to the Company by the Trustees at or before the ensealing and delivery hereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Twenty-Third Supplemental Indenture, and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm and warrant unto the Trustees, the properties, rights, privileges and

franchises (other than properties of the character embraced within the definition of Excepted Property as set forth in the Indenture) which are described in the exhibits entitled Illinois Exhibit, Louisiana Exhibit, Oklahoma Exhibit, Texas Exhibit and Exhibit A (containing descriptions of property located in Arkansas, Iowa, Kansas, 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 which 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 1993 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, 8.35% Series due 1993" (herein referred to as "Bonds of 1993 Series"), and the form thereof shall be substantially as hereinabove set forth.

The principal amount of Bonds of 1993 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 authen-

ticated and delivered pursuant to Section 14 of the Original Indenture). The Bonds of 1993 Series shall be issuable only as fully registered Bonds without coupons, shall bear interest at the rate of 8.35% per annum and shall mature on the first day of September, 1993. All Bonds of 1993 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 1993 Series, any Bond of 1993 Series issued after the close of business on any Record Date, as hereinafter defined, with respect to any interest payment date (March 1 or September 1 in each year, and September 1, 1993, 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 1993 Series shall bear interest from the March 1 or September 1, as the case may be, being the interest payment date for Bonds of 1993 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 1993 Series, then from September 27, 1973. Except as aforesaid, all Bonds of 1993 Series shall bear interest at the rate above set forth from the date thereof, in each case until the principal thereof shall have been paid or made available for payment, the first interest payment date being March 1, 1974. 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 borne by the Bonds of 1993 Series. The Bonds of 1993 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 1993 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 1993 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 1993 Series shall

be subject to redemption as provided in Article Two of this Twenty-Third 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 Twenty-Third Supplemental Indenture.

So long as there is no existing default in the payment of interest on the Bonds of 1993 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 then 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 (March 1 or September 1 in each year, and September 1, 1993, as the case may be) shall mean the fifteenth day of the calendar month next preceding such interest payment date, or, if such day is not a business day, then the business day next preceding such day, 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 1993 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 Certifi-

cate 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 Twenty-Third Supplemental Indenture. The definitive Bonds of 1993 Series may be issued in the form of engraved Bonds or Bonds lithographed on steel engraved borders. Until definitive engraved or lithographed Bonds of 1993 Series are ready for delivery, temporary Bonds of said Series may be issued, authenticated and delivered as provided in the Indenture. Such Bonds of 1993 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in the Bonds of 1993 Series in definitive form, include a reference to this Twenty-Third 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 Twenty-Third Supplemental Indenture, all definitive Bonds of 1993 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 1993 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 1993 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 convenants and agrees that so long as any Bonds of 1993 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 1993 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 1993 Series in the aggregate principal amount of $50,000,000 may forthwith, upon the execution and delivery of this Twenty-Third Supplemental Indenture, or from time to time thereafter, be executed by the Company and delivered to the Trustee, and shall thereupon be authenticated and delivered by the Trustee upon the Written Order or Orders of the Company and upon compliance with the provisions of Article Five or Article Six of the Original Indenture, as Amended.

ARTICLE TWO

REDEMPTION OF BONDS OF 1993 SERIES

SECTION 1. Subject to Sections 60 and 115 of the Original Indenture, Bonds of 1993 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 1993 Series may not be so redeemed at the option of the Company prior to September 1, 1978, 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 8.35% per annum. The redemption prices, in the case of redemption of Bonds of 1993 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 on the last day of August in each of the following years, plus accrued interest thereon to the date fixed for redemption (hereinafter called the "redemption price"):

1974	108.35%	1984	103.96%
1975	107.92%	1985	103.52%
1976	107.48%	1986	103.08%
1977	107.04%	1987	102.64%
1978	106.60%	1988	102.20%
1979	106.16%	1989	101.76%
1980	105.72%	1990	101.32%
1981	105.28%	1991	100.88%
1982	104.84%	1992	100.44%
1983	104.40%	1993	100.00%

Notwithstanding the foregoing provisions for payment of a premium, all of the outstanding Bonds of 1993 Series may be redeemed at any time, as provided in the Original Indenture and in this Twenty-

Third 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 1993 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 Twenty-Third Supplemental Indenture.

SECTION 2. In case of redemption of Bonds of 1993 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 1993 Series to be redeemed shall be prorated among the holders of the Bonds of 1993 Series in the proportion that their respective holdings bear to the aggregate principal amount of Bonds of 1993 Series outstanding on the date of selection. The portion of any Bonds of 1993 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 1993 Series.

ARTICLE THREE

SINKING FUND FOR BONDS OF 1993 SERIES

SECTION 1. (a) For the purpose of this Article, the first day of September, 1974, and the first day of September in each year thereafter, to and including September 1, 1992, are called Sinking Fund Payment Dates. If any of said days is a Sunday or legal holiday, then the next succeeding business day shall be deemed to be a Sinking Fund Payment Date.

(b) The Company covenants and agrees that it will, not later than September 1, 1974, create and, so long as any of the Bonds of 1993 Series are outstanding, maintain a Sinking Fund as and for the retirement of the Bonds of 1993 Series, and that, subject to the pro-

visions 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 1993 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire at the Sinking Fund Redemption Price hereinafter defined, $2,500,000 principal amount of Bonds of 1993 Series, annually on September 1, 1974, and on September 1 in each year thereafter to and including September 1, 1992.

(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 1993 Series not exceeding 100% 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 1993 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 1993 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 Reserve Life. For purposes of this Section 1 of Article Three, unless the context otherwise requires the term "Certificate of Reserve Life" shall mean a certificate signed by an independent engineer which shall state: (i) the Company's controlled proven gas reserves as at January 1 of the year in which such certificate is filed; (ii) the Company's annual gas requirements for the year preceding the year in which such certificate is filed; and (iii) the Company's reserve life as at January 1 of the year in which such certificate is filed. The Certificate of Reserve Life may, to the extent therein stated, rely on any other independent engineer's certificate.

For purposes of the Certificate of Reserve Life to be filed under this Section 1 of Article Three:

—the term "pipeline quality", when used in reference to any gas, shall mean gas which, upon delivery to the Company, or after further

treatment or processing by available and feasible means, or after blending with other gas available to the Company, is of a quality susceptible of sale or use by the Company in satisfying its gas requirements.

—the term "synthetic gas" shall mean gas produced by the conversion of coal, oil, naphtha, oil shale, or any other substance from a solid or a liquid to a gaseous state, but shall not include gas produced by the regasification of liquefied natural gas.

—the term "controlled proven gas reserves" shall mean the sum of (i) the aggregate volume of proven recoverable natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) of pipeline quality controlled by the Company by virtue of leaseholds owned by the Company or by virtue of contracts under which the Company is entitled to purchase natural gas produced from such reserves; provided that on or prior to the date of the certificate, to the extent proven recoverable reserves are situated in Alaska or outside the continental shelf of the United States, all necessary regulatory approvals required for the commencement of deliveries to the Company under such contracts have been obtained; (ii) to the extent not included in (i) above, the aggregate volume of pipeline quality gas which the Company is entitled to purchase or otherwise acquire from an interstate gas pipeline company subject to regulation by the Federal Power Commission, or by any other regulatory agency having authority over the transportation and sale of gas by such company, under any contract providing for the delivery of such gas to, or for the account of, the Company from the gas pipeline operations of such company; provided that on or prior to the date of the certificate, all necessary regulatory approvals required for the commencement of deliveries to the Company under such contract have been obtained; (iii) to the extent not included in (i) or (ii) above, the aggregate volume of synthetic gas of pipeline quality controlled by the Company by virtue of an interest held by the Company in, or under contracts entitling the Company to purchase or otherwise acquire production from, any facilities for the production of synthetic gas; provided that all regulatory approvals required to be obtained on or prior to the date of such certificate for the construction and operation of such facilities and the purchase of such gas have been obtained and that construction of such facilities (if not completed) has commenced and is progressing and no event or circumstance has occurred which would prevent the completion and operation of any project of which such

facilities are a part; and (iv) to the extent not included in (i), (ii) or (iii) above, the aggregate volume of liquefied natural gas of pipeline quality controlled by the Company by virtue of an interest held by the Company in, or under contracts entitling the Company to purchase or otherwise acquire production from, any facilities for the liquefication of natural gas; provided that all regulatory approvals required to be obtained on or prior to the date of such certificate for the construction and operation of such facilities and the purchase of such gas have been obtained and that construction of such facilities (if not completed) has commenced and is progressing and no event or circumstance has occurred which would prevent the completion and operation of any project of which such facilities are a part; and provided, further, that, in the case of clauses (iii) and (iv) above, in the opinion of the signer or signers of such certificate:

A. the design, capacity and useful life of such facilities will permit the production of such volumes;

B. raw materials to be consumed in the production of synthetic gas by any facilities referred to in (iii) have been acquired or contracted for in volumes sufficient to permit the production of such volumes;

C. the natural gas required to be consumed or used in the production of liquefied natural gas is available for the liquefication and regasification of natural gas included in (iv) above and has been acquired or contracted for in quantities sufficient to permit the production of such volumes; and

D. the nature and extent of the Company's interest in such facilities, or the contracts entitling the Company to purchase or otherwise acquire production therefrom, are such as to permit the Company to obtain the delivery of such volumes, and tanker facilities, if not already acquired and in existence, have been contracted for to transport to the Company's pipeline the liquefied natural gas included in clause (iv) above, to an extent sufficient to permit the Company to obtain the delivery of such volumes.

—the term "annual gas requirements" shall mean the aggregate volume of gas sold or used by the Company (including gas unaccounted for, but excluding (i) the volume of any such sales to the extent the Company is not required, under the contracts or arrangements by which such sales were made, to continue to sell such volume for a period extending beyond November 1 of the year next following the year in which such certificate is filed, and (ii) the volume of any such sale or use to the extent requirements therefor were met with gas obtained otherwise than from controlled proven gas reserves) during the year next preceding the date of such certificate.

—the term "reserve life" shall mean a period of years (stated to the nearest 1/10 of a year) computed by dividing the controlled proven gas reserves by the annual gas requirements, each as stated in such certificate.

—the term "date of exhaustion of gas reserves" shall mean the first day of the calendar month next following the period commencing on January 1 of the year in which such certificate is filed and extending for a period equal to the reserve life shown in such certificate.

In the event that any such Certificate of Reserve Life shall show a reserve life of less than eight years, such certificate shall also state the date of exhaustion of gas reserves. In the event that the date of exhaustion of gas reserves is a date earlier than any Sinking Fund Payment Date then in effect with respect to Bonds of the 1993 Series, the Sinking Fund payment last to become due shall be eliminated and the Sinking Fund payment due on September 1 in the year in which such Certificate of Reserve Life is filed shall be increased in an amount equal to the amount of the Sinking Fund payment so eliminated and the schedule of Sinking Fund payments thus revised shall thereafter constitute the schedule of Sinking Fund payments hereunder until further revised as provided in this Section 1 of Article Three.

Anything to the contrary in this Twenty-Third Supplemental Indenture notwithstanding, in the event any Certificate of Reserve Life shall show a reserve life of less than 4 years, all Sinking Fund payments with respect to the Bonds of the 1993 Series then outstanding payable on any Sinking Fund Payment Date subsequent to September 1 of the year in which such certificate is filed shall become and be due and payable on December 31 of such year.

In case any adjustment is required in the schedule of Sinking Fund payments of Bonds of the 1993 Series, the Company will promptly file with the Trustee an officers' certificate setting forth the revised schedule, which shall be available for inspection by any holder of Bonds of the 1993 Series.

(e) For the purpose of any revision in the amount of the Sinking Fund payments pursuant to this Section, September 1, 1993 shall be deemed to be an original Sinking Fund Payment Date and $2,500,000 shall be deemed to be the amount of the original Sinking Fund payment due on that date.

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 1993 Series then outstanding; and the Company may utilize for such purpose Bonds of 1993 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 1993 Series, as provided in Subdivision (h) of this Section.

On any Sinking Fund Payment Date, no more Bonds of 1993 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 1993 Series at the time required to be retired by the provisions of this Section plus such additional principal amount of Bonds of 1993 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 1993 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 1993 Series which the Company is required to retire on such Sinking Fund Payment Date and the additional principal amount of the Bonds of 1993 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 1993 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 1993 Series outstanding.

(h) It shall be the duty of the Trustee to apply the Sinking Fund Cash to the redemption of Bonds of 1993 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 1993 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 1993 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 1993 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 1993 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 1993 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 1993 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 1993 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 1993 Series so redeemed or retired shall not thereafter, so long as any of the Bonds of 1993 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 Twenty-Third Supplemental Indenture, except as provided in this Section.

(l) Notice of redemption having been given in the manner hereinabove provided, the Bonds of 1993 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 1993 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 1993 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 1993 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 1993 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, Nineteenth, Twentieth, Twenty-First and Twenty-Second 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 1993 Series at the time outstanding."

SECTION 3. So long as any Bonds of 1993 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 1993 Series then outstanding hereunder authorizing the Trustee to consent thereto.

If at any time a majority in principal amount of the Bonds of 1993 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 provi-

sions 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 1993 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 any of the following Series issued under the Indenture shall be outstanding: 1978 Series, 1979 Series, 1975 Series, 1980 Series, 1982 Series, Series A due 1975, 5¼% Bonds of 1980 Series, 1984 Series, 1985 Series, 1986 Series, 1987 Series, August 1987 Series, 1989 Series, December 1989 Series, 1991 Series, or 1993 Series, (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

Amendments To Original Indenture

Section 1. Section 24 of the Original Indenture is amended by deleting the first sentence of Subdivision A of said Section 24 and substituting in lieu thereof the following:

> "A. *"Property Additions"* shall be taken to mean and comprise only physical property (including in that term Gas Production Property, private rights-of-way and easements, and all physical betterments, improvements and additions, as well as equipment and appliances included in plant account) of the Company, located in any one or more of the States of Texas, Oklahoma, Kansas, Nebraska, Iowa and Illinois and in any other State of the United States of America (including the seaward or maritime boundaries of any coastal State and such boundaries formerly claimed by any such State and now subject to the civil and criminal law of such State as provided by Federal legislation, but included in the outmost limits of the outer Continental Shelf, as defined in Section 2 of the Outer Continental Shelf Lands Act, 43 U.S.C.A. §1331, et seq., as in effect June 10, 1971, subject to the jurisdiction of the United States, and also including all submerged lands lying seaward and outside of the area of lands beneath navigable waters as therein defined and of which the subsoil and seabed appertain to the United States and are subject to the jurisdiction and control of the United States), if the construction or acquisition and operation of such property by the Company has been approved by all requisite governmental authorities, and if such property (wherever located) is physically connected with the Company's pipeline system located in any of said named States, either directly or through other property (other than Excepted Property) of the company which owns

such property (or in the case of Gas Production Property, if such property is reasonably accessible to the pipeline system of the Company), and used or useful in the business of producing, gathering, transporting and/or delivering natural or artificial gas, and purchased, constructed or otherwise acquired by the Company subsequent to December 31, 1944; and, without in any way limiting the generality of the foregoing, the term "Property Additions" shall include

(1) property of the character above described acquired by the Company or by Texoma by merger or consolidation as well as property purchased or constructed by the Company or by Texoma;

(2) new pipeline systems, and plants for dehydrating and sulphur extraction and chemical and natural gasoline plants, of a character which are customarily incident to the business of gathering, transporting and delivering natural or artificial gas, and improvements, betterments and additions thereto;

(3) improvements, betterments and additions of the character above described in process of construction or partially completed construction work, so far as actually constructed or erected; and

(4) property of the character above described acquired to replace a unit of property which has been retired in the manner provided for Retirements of Bonded Property set forth in *Paragraph G of Section 24,* and whose retirement has been credited to plant account."

ARTICLE SIX

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, Nineteenth, Twentieth, Twenty-First and Twenty-Second Supplemental Indentures, and as further supplemented by this Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third 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 Twenty-Third Supplemental Indenture.

SECTION 3. This Twenty-Third Supplemental Indenture, including the Exhibit 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 Twenty-Third 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 Twenty-Third 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 here-

under, has caused this Twenty-Third 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 Twenty-Third 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 trust created hereunder, has signed this Twenty-Third Supplemental Indenture, all as of the day and year first above written.

NATURAL GAS PIPELINE COMPANY OF AMERICA

By WAYNE SIMPSON
Wayne Simpson
Executive Vice President

(CORPORATE SEAL)

Attest:

T. E. McGOUGH
T. E. McGough
Assistant Secretary

THE CHASE MANHATTAN BANK
(National Association)

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

(CORPORATE SEAL)

Attest:

D. G. SWEET
D. G. Sweet
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 Association), MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION and E. L. LOSER in the presence of:

E. CLARQUIST

E. Clarquist

M. SHERIDAN

M. Sheridan

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

RITA THOMAS

Rita Thomas
Notary Public
Cook County, Illinois

June 30, 1976

(NOTARIAL SEAL)

My Commission Expires:

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify that on this 19th day of September, 1973, before me, a Notary Public in and for the County and State aforesaid, personally appeared WAYNE SIMPSON, the Executive Vice President of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, and T. E. MCGOUGH, 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 Executive Vice President and Assistant Secretary, respectively, and as the persons who subscribed the name and affixed the seal of NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation, one of the makers thereof, to the foregoing instrument as its Executive Vice President and Assistant Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, NATURAL GAS PIPELINE COMPANY OF AMERICA.

And the said WAYNE SIMPSON and T. E. MCGOUGH, being each duly sworn by me, severally deposed and said: That they reside at 140 Kenilworth Avenue, Kenilworth, Illinois, and 407 I-Oka Avenue, Mount Prospect, Illinois, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively the Executive 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 Executive 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 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.

RITA THOMAS

Rita Thomas
Notary Public

My Commission Expires:
June 30, 1976

(NOTARIAL SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify that on this 19th day of September, 1973, before me, a Notary Public in and for the County and State aforesaid, personally appeared E. L. LOSER, a Senior Vice President of THE CHASE MANHATTAN BANK (National Association), New York, New York, a national banking association existing under the laws of the United States of America, and D. G. SWEET, 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 Senior 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 a Senior 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 D. G. SWEET, being each duly sworn by me, severally deposed and said: That they reside at 141-19 Coolidge Avenue, Jamaica, New York, and 300 C Branch Brook Drive, Belleville, New Jersey, respectively; that they were at the time they subscribed their names to the foregoing instrument respectively a Senior 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 Senior 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.

T. G. SCHIRO

T. G. Schiro
Notary Public

My Commission Expires:
October 26, 1973

(NOTARIAL SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, and I do hereby certify that on this 19th day of September, 1973, 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.

T. G. SCHIRO

T. G. Schiro
Notary Public

My Commission Expires:
October 26, 1973

(NOTARIAL SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

BE IT REMEMBERED, that I do hereby certify that on this 19th day of September, 1973, 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.

FRANK J. ROSE

Frank J. Rose
Notary Public

My Commission Expires:
October 8, 1973

(NOTARIAL SEAL)

EXHIBIT A

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

ARKANSAS

SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. LAND IN FEE

Jackson County

Pipeline Right of Way:

A part of the North Half of Lot 1 of the Southwest Quarter of Section 30, Township 13 North, Range 2 West, Jackson County, Arkansas, described as follows: Beginning at the intersection of the North line of the Southwest Quarter of Section 30, Township 13 North, Range 2 West, with the west right-of-way line of Arkansas Highway No. 37, run South along the west right-of-way line of said Arkansas Highway No. 37 419.2 feet to the point of beginning; thence continue South along the West right-of-way line of said Arkansas Highway No. 37 a distance of approximately 629.3 feet to an east-west fence line which is 331.5 feet North of the South line of the North Half of Lot 1 of the Southwest Quarter of Section 30, Township 13 North, Range 2 West; thence run West along said fence line 210.7 feet; thence run North parallel with the West right-of-way line of said Arkansas Highway No. 37 a distance of approximately 629.3 feet to a point which is 419.2 feet South of the North line of the Southwest Quarter of Section 30, Township 13 North, Range 2 West and 210.7 feet West of the West right-of-way line of said Arkansas Highway No. 37; thence run East parallel with the North line of the Southwest Quarter of Section 30, Township 13 North, Range 2 West a distance of 210.7 feet to the point of beginning, said tract containing 3.04 acres, more or less.

Conveyed by Eula Cole Landers by Warranty Deed dated January 3, 1973 recorded in Book 155, Page 371.

Pulaski County

Pipeline Rights of Way:

Lot Twenty (20), Red Oak Subdivision of Pulaski County, Little Rock, Arkansas.

Conveyed by Toney-Wyatt Realty Company, Inc. by Warranty Deed dated October 24, 1972 recorded in Book 1219 at Page 127.

Lot Nineteen (19), Red Oak Subdivision of Pulaski County, Little Rock, Arkansas.

Conveyed by Toney-Wyatt Realty Company, Inc. by Warranty Deed dated April 17, 1972 recorded in Book 1191, Page 401.

White County

Pipeline Right of Way:

Beginning at the center of the Northeast Quarter of Section 29, Township 7 North, Range 7 West; thence North 66 degrees 30 minutes West 618.8 feet to the Southeasterly right-of-way line of Arkansas State Highway No. 267; thence North 33 degrees 32 minutes East along said right-of-way line 1027.14 feet to the North-South center line of said NE¼; thence South 0 degrees 0 minutes West along said North-South center line 1102.9 feet to the point of beginning.

Conveyed by Bert E. Hodges, et ux by Warranty Deed dated June 7, 1972 recorded at Book 347, Page 147.

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	Recorded Page
Pulaski County			
Ben Gary, Inc.	5-24-72	1197	315
White County			
William E. Davis, et ux	3-03-72	59	29

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	Recorded Page
Clay County			
Edna Reynolds	12-14-71	52	225
O.L. Pond and Nata Pond	12-13-71	52	221

IOWA

General Description of Additions to Pipeline

Lateral Pipelines

Lorimor Lateral

A 3-inch pipeline 0.10 miles in length, beginning at a point on the Company's 36-inch pipeline in Section 22, T 74 N, R 28 W, Madison County, Iowa, and extending in a Southeasterly direction to Company's meter site in Section 22, T 74 N, R 28 W, Madison County, Iowa.

Gathering Systems

Cairo Storage Project Gathering System

Additional gathering lines to Company's Cairo Storage Project Gathering System in Louisa County, Iowa, consisting of 0.02 miles of 4-inch pipe, 1.83 miles of 6-inch pipe, 0.45 miles of 8-inch pipe, 3.28 miles of 16-inch pipe and 1.88 miles of 20-inch pipe.

Columbus City Storage Project Gathering System

Additional gathering lines to Company's Columbus City Storage Project Gathering System in Louisa County, Iowa, consisting of 0.03 miles of 4-inch pipe, 2.39 miles of 6-inch pipe, 1.20 miles of 8-inch pipe, 1.13 miles of 10-inch pipe and 7.32 miles of 12-inch pipe.

Descriptions by Reference

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Louisa County			
B. O. Roundy, et ux	7-12-71	283	270
L. C. Rohret, et ux	7-31-71	283	274
James Robertson and R. Waterfield	3-30-71	283	239
C. H. Cutkomp	5-13-71	283	242
Lewis E. and Pauline J. Foss	5-17-71	283	250
Helen Johnson and Pauline Foss	5-17-71	283	252
Guy Pretz and R. Harbison	5-21-71	283	254
Paul G. Buffington, et al	6-07-71	283	262
K. Straight and Pallin Straight	9-29-73	299	209
Pallin Pretz	5-23-72	275	310

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

Grantor:	Date of Grant	Recorded— Book	Page
Louisa County			
J. E. Miller and Ila Miller	6-16-71	283	267
J. E. Miller and Ila Miller	10-26-71	283	380
J. E. Miller and Ila Miller	10-26-71	283	383
Floyd E. Holiday, Jr.	11-26-71	283	390
James H. and Nina M. Marshall	11-22-71	283	393
Larry D. Boysen and Mary Boysen and Ruby M. Partington	11-29-71	283	388
R. Faler	4-10-72	283	422
Virgil Bonnichson	8-08-72	293	27
Joe Miller and Ila Miller	8-09-72	293	30
Joe Miller and Ila Miller	8-10-72	293	47
R. J. Stirling and Wanda Stirling	11-30-72	293	79
Charles and Freda Hoag	11-29-72	292	81
Frank and Sandra Jamison	10-04-72	293	83
Victor and Grace Stacy	9-19-72	293	85
James and Edna Stewart	1-27-73	293	87
Delbert W. and Linda Dotson	5-01-73	293	90
Homer and Virginia Hillyard	5-02-73	293	101
Paul Glen Hutchison	7-25-73	293	107

3. Gas Storage 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
Louisa County			
H. Stewart and Glenda Stewart	9-25-72	124	293
Jesse Lee Harris Estate	2-18-71	267	185
Jesse Lee Harris Estate	2-18-71	286	431
Jesse Lee Harris Estate	2-18-71	267	219
Marian L. Harris	2-22-71	286	429
Neil Stout	2-15-71	267	210
Neil Stout	2-15-71	286	450
L. De Ford	2-23-71	283	228
L. De Ford	3-03-71	286	427
L and W Service Co.	2-24-71	283	209
L and W Service Co.	2-24-71	286	437
Paul Humiston	2-24-71	267	198
Paul Humiston	3-08-71	286	435
Samuel and Eleanor Walker	9-13-68	267	189
Samuel and Eleanor Walker	3-24-71	288	205
Robert K. Nichols, et al	9-25-68	288	203
Robert K. Nichols, et al	3-19-71	288	203

Grantor:	Date of Grant	Recorded Book	Recorded Page
William D. Scorah	6-14-69	274	109
William D. Scorah	4-09-71	287	37
Lorena Boysen	6-14-69	274	50
Lorena Boysen	4-17-71	287	37
Neil E. Stout	11-13-68	267	214
Neil E. Stout	4-23-71	287	41
Estate of Jennie M. Nichols	4-16-71	283	244
Alta B. Jordan	2-05-71	264	180
Alta B. Jordan	2-05-71	286	433
Ralph D. Ball	2-10-71	267	196
Ralph D. Ball	2-10-71	286	423
South Hill Co.	2-06-71	283	207
South Hill Co.	2-06-71	286	445
South Hill Co.	2-06-71	283	214
South Hill Co.	2-06-71	286	447
Pearl M. Thurston	2-06-71	283	215
Pearl M. Thurston	2-06-71	286	440
Charles Reutinger	2-06-71	267	187
Charles Reutinger	2-23-71	286	443
John M. Ball	2-23-71	267	200
John M. Ball	2-16-71	286	425
Dean Walker	2-16-71	267	191
Dean Walker	2-16-71	286	452
Erma Reiss and Harry Reiss	7-08-71	287	56
Erma Reiss and Harry Reiss	1-15-68	266	448
Charlene E. Christianson	7-12-71	287	58
Charlene E. Christianson	9-08-67	266	165
Erma Reiss and Harry Reiss	9-11-71	287	78
Erma Reiss and Harry Reiss	10-19-67	266	302
Dorothy Christianson	12-02-71	287	80
Dorothy Christianson	9-08-67	274	1

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Louisa County			
F. D. Smylie, et al	6-24-71	283	272

5. WELL SITE EASEMENTS (All references to the Book and Page Number are to the Deed, Easement, or Miscellaneous Records of the County designated.)

Grantor:	Date of Grant	Recorded Book	Recorded Page
Louisa County			
Roy Littrel	1-25-72	275	67
Thomas E. Perry	3-08-72	283	412

KANSAS

DESCRIPTIONS BY REFERENCE

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Clark County			
E. P. Latzke	9-25-72	19	45
Pawnee County			
Ralph A. Vinson	4-30-73	M/55	355

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Barton County			
Mary F. Breeden	8-14-71	323	36
Cloud County			
J. Milton Pilcher and Mary Pilcher	10-02-72	M/32	446
Washington County			
Arbuthnot Farms Inc.	3-29-72	151	151

MISSOURI

SPECIFIC DESCRIPTIONS AND DESCRIPTIONS BY REFERENCE

1. LAND IN FEE

Butler County

Pipeline Right of Way:

All of the North Half (N½) of the South Half (S½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of Section 32, Township 22 North, Range 5 East.

Conveyed by Estle H. Knowlton, et ux by Warranty Deed dated July 10, 1972 recorded in Book 506 at Page 610.

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Bollinger County			
Elmer Seiler	6-10-71	169	586
Butler County			
Vernon Thurman and Christine Thurman	12-13-71	492	686

NEBRASKA

DESCRIPTIONS BY REFERENCE

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Lancaster County			
District Court Order, G. Cartney Estate	6-25-73	50	685
G. Cartney Estate	7-09-73	50	687

2. CATHODIC PROTECTION 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 Document No.
Lancaster County		
Eugene R. Pierce, et ux	5-20-71	6278

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Jefferson County			
L. Banahon, et al	4-30-71	Misc.	372

NEW MEXICO

General Description of Additions to Pipeline

Lateral Pipelines

Lateral EE-1

A 4-inch pipeline 1.49 miles in length, beginning at a point on the Company's 10-inch East Eddy County Lateral in Section 26, T 23 S, R 31 E, Eddy County, New Mexico, and extending in a Northwesterly direction to a point in Section 14, T 23 S, R 31 E, Eddy County, New Mexico.

Lateral EE-3

A 3-inch and 8-inch pipeline 6.25 miles in length, beginning at a point on the Company's 10-inch East Eddy County Lateral in Section 26, T 23 S, R 31 E, Eddy County, New Mexico, and extending in a Northwesterly direction to Company's meter site in Section 1, T 23 S, R 30 E, Eddy County, New Mexico, consisting of 0.01 miles of 3-inch pipe and 6.24 miles of 8-inch pipe.

Lateral EE-4

A 4-inch pipeline 0.77 miles in length, beginning at a point on the Company's 8-inch Lateral EE-3 in Section 1, T 23 S, R 30 E, Eddy County, New Mexico, and extending in a Northerly direction to Company's meter site in Section 36, T 22 S, R 30 E, Eddy County, New Mexico.

Indian Hills Lateral

A 4-inch pipeline 1.18 miles in length, beginning at a point on the Company's 4-inch North Indian Hill Lateral in Section 5, T 21 S, R 24 E, Eddy County, New Mexico, and extending in a Southeasterly direction to a point in Section 8, T 23 S, R 31 E, Eddy County, New Mexico.

Grayburg Lateral No. 1

A 4-inch pipeline 1.11 miles in length, beginning at a point on the Company's 20-inch Indian Basin Pipeline in Section 16, T 17 S, R 29 E, Eddy County, New Mexico, and extending in a Southerly direction to a point in Section 21, T 17 S, R 29 E, Eddy County, New Mexico.

Grayburg Lateral No. 2

A 4-inch pipeline 0.37 miles in length, beginning at a point on the Company's 4-inch Grayburg Lateral No. 1 in Section 21, T 17 S, R 29 E, Eddy County, New Mexico, and extending in a Southwesterly direction to Company's Meter site in Section 28, T 17 S, R 29 E, Eddy County, New Mexico.

Dorchester-Anderson Lateral

A 3-inch pipeline 0.03 miles in length, beginning at a point on the Company's 20-inch Indian Basin Pipeline in Section 7, T 17 S, R 30 E, Eddy County, New Mexico, and extending in a Northerly direction to Company's meter site in Section 7, T 17 S, R 30 E, Eddy County, New Mexico.

Jack Rabbit Draw Lateral

A 3-inch pipeline 0.01 miles in length, beginning at a point on the Company's 20-inch Indian Basin pipeline in Section 22, T 16 S, R 33 E, Lea County, New Mexico, and extending in a Northerly direction to Company's meter site in Section 22, T 16 S, R 33 E, Lea County, New Mexico.

DESCRIPTIONS BY REFERENCE

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Eddy County			
Diamond A Cattle Company	5-31-73	215	37
T. E. Vandiver, et ux	5-31-73	215	39
H. C. Kerr Estate	6-01-73	215	41
Carol Sue Garrett and Barbara Ann Quail Malone	6-06-73	215	225
Frank A. Peck and Alma M. Peck	6-19-73	215	266
M. B. Kincaid Estate	6-11-73 and 6-21-73	215	268
W. Edd Brown, et al	7-03-73	215	526
H. C. Kerr Estate	7-18-73	215	593
Margaret Rose Shnell	7-25-73	215	676
Edward S. Clancy, et al	6-15-73	215	227
Orphia Anderson and Dorothy Soderstrom	7-23-73	215	852
Bogle Farms, Inc.	3-19-71	207	982

Lea County

Bessie Sawyer	3-17-71	323	685

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

Grantor:	Date of Grant	Recorded Book	Recorded Page
Eddy County			
T. E. Vandiver, et ux	7-26-73	215	678

3. EASEMENT FOR ROADWAY (All references to Book and Page numbers are to the Deed, Easement or Miscellaneous Records of the respective Counties designated.)

Grantor:	Date of Grant	Recorded Book	Recorded Page
Lea County			
O. K. Lovejoy	7-12-71	298	339