FILED NO. 292
BOOK 125 PAGE 236
1976 AUG 11 AM 11:17
MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA
Compared
Fee 24.50

INSTRUMENT OF APPOINTMENT AND ACCEPTANCE OF INDIVIDUAL CO-TRUSTEE

WHEREAS, E. L. Loser was appointed Individual Co-Trustee under that certain Indenture of Mortgage and Deed of Trust dated as of November 1, 1945 (the "Original Indenture") from Natural Gas Pipeline Company of America (the "Company") to The Chase National Bank of the City of New York, as Trustee (The Chase Manhattan Bank (National Association), successor by merger (the "Trustee")) (the Original Indenture, as supplemented and amended, is hereinafter referred to as the "Indenture"), by an Instrument of Appointment dated as of July 30, 1969, pursuant to Section 160 of the Indenture; and

WHEREAS, Section 160 of the Indenture provides, among other things, that the Company and the Trustee, at any time, by an instrument in writing, executed by them jointly, may remove any co-trustee appointed pursuant to said Section 160, and in that case, by an instrument in writing executed by them jointly, may appoint a successor or successors to such co-trustee; and

WHEREAS, the Company by appropriate action by its Board of Directors has authorized and empowered its officers to unite with the Trustee in the execution and delivery of all instruments and the performance of all acts necessary or proper to remove E. L. Loser and to appoint J. A. Payne as Individual Co-Trustee, upon such terms and conditions as may be prescribed by and set forth in the Indenture and in such instrument or instruments of appointment; and

WHEREAS, the Trustee desires to join with the Company in the removal of E. L. Loser and the appointment of J. A. Payne as Individual Co-Trustee; and

WHEREAS, E. L. Loser, as predecessor Individual Co-Trustee, desires to join with the Company and the Trustee in

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the conveyance, assignment and transference to J. A. Payne, as successor Individual Co-Trustee, all the estates, properties, rights, powers and trusts of a co-trustee under the Indenture, subject to the provisions hereinafter set forth; and

WHEREAS, J. A. Payne desires to accept such appointment and to execute, acknowledge and deliver to the Company and the Trustee an instrument accepting such appointment;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Company and the Trustee hereby remove E. L. Loser as Individual Co-Trustee under the Indenture.

That the Company and the Trustee hereby appoint J. A. Payne as successor Individual Co-Trustee under the Indenture, and the Company, the Trustee and E. L. Loser, as predecessor Individual Co-Trustee, hereby convey, assign and transfer to J. A. Payne, as co-trustee jointly with the Trustee and Mercantile Trust Company National Association, as Missouri Trustee under the Indenture (the "Missouri Trustee"), all of the estates, properties, rights, powers and trusts of a co-trustee under the Indenture, with like effect as if J. A. Payne had been originally named as such co-trustee in the Original Indenture, provided, however, that such appointment, conveyance, assignment and transfer are made subject to the terms, provisions and limitations set forth in the Indenture and, to the extent permitted by law, but to such extent only, subject to the following terms, conditions and limitations:

(1) The Bonds issued and to be issued under the Indenture shall be authenticated and delivered solely by the Trustee, or its successor in the trust under the Indenture;

(2) All cash collected by or payable to the Trustee or the Missouri Trustee or the Individual Co-Trustee or any of them pursuant to the Indenture shall be paid to and deposited with the Trustee, and all stocks, bonds and other securities received by the Trustee or the Missouri Trustee or the Individual Co-Trustee or any of them pursuant to the Indenture shall be delivered to and held by the Trustee, except as otherwise required by law, and the rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under the Indenture, shall not vest in the Missouri Trustee or the Individual Co-Trustee but shall remain vested solely in the Trustee under the Indenture;

(3) No powers shall be exercised hereunder by the Missouri Trustee or the Individual Co-Trustee except jointly with, or with the consent in writing of, the Trustee; provided, however, that if by any present or future law in any jurisdiction in which the Missouri Trustee is competent to act and in which it may be necessary to perform any particular act or acts in the execution of the trusts created under the Indenture, the Trustee shall be incompetent or unqualified to perform such act or acts, then, to such extent as may be legally necessary, all

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

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

(5) Any action authorized to be taken by the Trustee under any provisions of the Indenture shall be sufficient for the purposes of the Indenture if taken by the Trustee alone; and any action authorized to be taken by the Trustee or by the Missouri Trustee under any provision of the Indenture shall also, subject to the proviso

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

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

This instrument has been executed in several counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

Each of the undersigned hereby acknowledges receipt of an executed counterpart of this instrument.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the 1st day of July, 1976.

NATURAL GAS PIPELINE
COMPANY OF AMERICA

[Seal]

By _____
[Vice] President

Attest:

_____
[Assistant] Secretary

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

_____

_____

THE CHASE MANHATTAN BANK
(National Association), as Trustee

[Seal]

By _____
[Second] Vice President

Attest:

_____
Assistant Secretary

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

_____

_____

_____, L.S.
E.L. Loser, as
predecessor Individual Co-Trustee

Signed, sealed and delivered
by E.L. Loser in the
presence of:

_____

_____

_____, L.S.
J.A. Payne, as
successor Individual Co-Trustee

Signed, sealed and delivered
by J.A. Payne in the
presence of:

_____

_____

STATE OF ILLINOIS)
: ss.:
COUNTY OF COOK)

BE IT REMEMBERED, and I do hereby certify that on this 13TH day of July, 1976, before me, a Notary Public in and for the ~~County and~~ State aforesaid, personally appeared [illegible], [a Vice] President of Natural Gas Pipeline Company of America, a Delaware corporation, and D. G. HOLM, [an Assistant] Secretary of said corporation, who are both to me personally known, and both personally known to me to be such officers and to be the identical persons whose names are subscribed to the foregoing instrument as such [Vice] President and [Assistant] Secretary, respectively, and as the persons who subscribed the name and affixed the seal of Natural Gas Pipeline Company of America, a Delaware corporation, one of the makers thereof, to the foregoing instrument as its [Vice] President and [Assistant] Secretary and they, having been by me duly sworn (or affirmed), did each say and acknowledge to me that they executed the same for the uses, purposes and consideration therein set forth and expressed, and in the capacities therein stated, as their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, Natural Gas Pipeline Company of America.

And the said [illegible] and D. G. HOLM, being each duly sworn by me, severally deposed and said: That they reside at 208 Shady Lane, North Barrington, Ill 60010 and 1027 N. Evanston, Arlington Heights, Ill. 60004, respectively; that they were at the time they subscribed their names to the foregoing instrument

and are now respectively [Vice] President and [Assistant] Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said [Assistant] Secretary, and the said instrument was signed by said [Vice] President, in pursuance of the power and authority granted him by the by-laws of said corporation, and by authority 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.

L. Jones
Notary Public

[Notarial Seal]

My Commission Expires

JUN 30 1980

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, and I do hereby certify, that on this 6th day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared V. J. MARINO, [a Second] Vice President of The Chase Manhattan Bank (National Association), New York, New York, a corporation organized and existing under the laws of the United States of America, and J. J. ARNEY, Assistant Secretary



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

And the said V. J. MARINO and [illegible] ARNEY, being each duly sworn by me, severally deposed and said: That they reside at 37 Crane Circle New Providence, New Jersey 07974, and 210 TULIP DRIVE MASSAPEQUA PARK NEW YORK 11762, respectively; that they were at the time they subscribed their names to the foregoing instrument and are now respectively [Second] Vice President and Assistant Secretary of said corporation; that they know the corporate seal of said corporation, and that the seal affixed to said instrument is such corporate seal, and was thereto affixed by said Assistant Secretary, and the said instrument was signed by said [Second] Vice President, 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.

Notary Public

[Notarial Seal]

My Commission Expires

MAR 30 1977

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, and I do hereby certify that on this 6th day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Loser, who resides at 141-19 COOLIDGE AVENUE JAMAICA, NEW YORK, who is to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and having been by me duly sworn (or affirmed) did say and acknowledge to me that he executed the same for the uses, purposes and consideration therein set forth and expressed as his free and voluntary act and deed.

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

Notary Public

ISABELLE B. SHAW
NOTARY PUBLIC, State of New York
No. 24-4511750
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1977

[Notarial Seal]

My Commission Expires

MAR 30 1977

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

BE IT REMEMBERED, and I do hereby certify that on this 6th day of July, 1976, before me, a Notary Public in and for the County and State aforesaid, personally appeared J. A. Payne, who resides at RD 1 Box 350 Hiram Road Cold Spring, New York 10516, who is to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and having been by me duly sworn (or affirmed) did say and acknowledge to me that he executed the same for the uses, purposes and consideration therein set forth and expressed as his free and voluntary act and deed.

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

Isabelle B. Shaw
Notary Public

ISABELLE B. SHAW
NOTARY PUBLIC, State of New York
No. 43-5029750
Qualified in Putnam County
Certificate Filed in New York County
Commission Expires March 30, 1977

[Notarial Seal]

My Commission Expires

MAR 30 1977

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