Company desires to withdraw certain moneys from the Pipe Line Construction Fund in accordance with the requirements of §4.02 of the Original Indenture to reimburse the Company for, or to provide for the payment of, such expenditures; and

WHEREAS the Company desires pursuant to the requirement of §6.12 and the provisions of §16.01 of the Original Indenture to confirm and perfect the lien of the Indenture on properties agreed to be subjected thereto, or intended so to be; and

WHEREAS in order to carry out the foregoing, it is necessary and desirable and the Company has duly determined to convey, transfer, and assign to the Trustees in trust as aforesaid additional properties acquired by the Company both before and after the execution and delivery of the Original Indenture and not specifically described therein and to correct or amplify the description of certain properties subject to the lien of the Indenture; and

WHEREAS this Supplemental Mortgage of Property has been duly and legally authorized by the Board of Directors of the Company, and all things necessary to make this Supplemental Mortgage of Property a valid, binding and legal instrument supplemental to and in confirmation of the Indenture have been accomplished;

NOW THEREFORE, this Supplemental Mortgage of Property

WITNESSETH:

That MID-AMERICA PIPELINE COMPANY, pursuant to and in execution of the powers, authorities, and obligations conferred, imposed, and reserved in the Indenture and every other power, authority, and obligation thereto appertaining, and in consideration of the premises and in confirmation of and supplementing the Indenture, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Bankers Trust Company and Hord W. Hardin, as Trustees, and to their successors and assigns, forever, all and singular

the properties, whether real, personal or mixed, described or referred to in the Granting Clauses of the Indenture as property granted thereby or intended so to be granted (other than "excepted property" as referred to in the Original Indenture) which is owned by the Company at the time of the execution and delivery of this Supplemental Mortgage of Property or to which it is now or (subject to the provisions of Article 14 of the Original Indenture) may at any time hereafter be in any manner entitled in law or in equity, including, but not limited to, the real, personal or mixed properties more particularly described in Exhibit B hereto.

Exhibit B annexed hereto, and any schedule which is a part thereof, are hereby made a part hereof to the same extent as if the descriptions of the properties therein described and the instruments referred to and references made therein were set out in full herein.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustees, and each of them and their successors in the trust and their assignees forever;

SUBJECT, HOWEVER, to the reservations and exceptions described in the Indenture;

IN TRUST, NEVERTHELESS, upon the terms herein and in the Indenture set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued or to be issued under the Indenture.

The Company, for itself and its successors, does hereby covenant and agree as follows:

ARTICLE 1. This Supplemental Mortgage of Property is executed and shall be construed as an instrument supplemental to the Indenture, and shall form a part thereof, and, the Indenture is hereby confirmed. All terms used in this Supplemental Mortgage of Property shall be taken to have the same meaning as in the Original Indenture, except in cases where the context clearly indicates otherwise. The Trustees shall be entitled to, may exercise, and shall be protected