

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 assigns 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 by, where and to the full extent that the same are applicable, all the rights, powers, privileges, immunities, and exemptions provided in the

Indenture as if the provisions concerning the same were incorporated herein at length.

ARTICLE 2. The Company has good right and lawful authority to mortgage, pledge and assign all of the mortgaged property as provided in this Supplemental Mortgage of Property; and the mortgaged property is, at the actual date of the execution and delivery hereof free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except construction liens and judgment liens with respect to which cash in an amount equal to the aggregate of which has been deposited with the Trustee pursuant to any provision of the Indenture and permitted liens and as set forth in the Granting Clauses hereof. The Company hereby does and will forever warrant and defend its title to the mortgaged property against the claims and demands of all persons whomsoever.

ARTICLE 3. This Supplemental Mortgage of Property shall become void when the Indenture shall be void.

ARTICLE 4. This Supplemental Mortgage of Property together with the Exhibits annexed hereto is being executed in several counterparts, each of which is deemed to be an original hereof and all of which are identical and all such counterparts, collectively, are to be deemed but one instrument. The Company has executed ten supplemental mortgages of property (of which this Supplemental Mortgage of Property is one), dated as of the date hereof, which are identical except that Exhibit B to each of such supplemental mortgages of property (other than Schedule I-F herein) describes only properties located in the state in which such supplemental mortgage of property is to be recorded.

ARTICLE 5. Although this Supplemental Mortgage of Property is dated May 1, 1961 for convenience and for the purpose of reference, the actual date of execution by the Company is as indicated by the acknowledgment hereto annexed.

In Witness Whereof, Mid-America Pipeline Company has caused this Supplemental Mortgage of Property to be executed on its behalf