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dated May 1, 1961, three duly executed Supplemental Mortgages of Property, each dated April 1, 1962, three duly executed Supplemental Mortgages of Property, each dated April 1, 1963, one duly executed Supplemental Mortgage of Property, dated April 1, 1964, one duly executed Supplemental Mortgage of Property, dated April 1, 1965, and one duly executed Supplemental Mortgage of Property, dated April 1, 1967, all pursuant to §§ 4.02, 6.12 and 16.01 of the Original Indenture; and

WHEREAS, there have heretofore been issued \$12,000,000 aggregate principal amount of Bonds of the Series designated First Mortgage Pipe Line Bonds, 6% Series due 1975 (hereinafter called "Bonds of 1975 Series") under the Original Indenture and \$34,949,000 aggregate principal amount of Bonds of 1975 Series remain outstanding as of the date of the execution and delivery of this First Supplemental Indenture, constituting all of the Bonds now outstanding under and pursuant to the Original Indenture; and

WHEREAS, pursuant to Article 5 of the Original Indenture, the Company is authorized and desires to create an additional series of its First Mortgage Pipe Line Bonds to be designated First Mortgage Pipe Line Bonds, 7% Series due 1980 (hereinafter called the "Bonds of 1980 Series") in the aggregate amount of \$11,750,000; and

WHEREAS, the Company wishes to amend and change certain of the covenants and agreements contained in the Original Indenture and to incorporate herein certain amendments to the Original Indenture heretofore consented to by the holders of the Bonds of 1975 Series; 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 not specifically described therein; and

WHEREAS, the execution and delivery by the Company and the Trustees of this First Supplemental Indenture is authorized by the provisions of Articles 16 and 17 of the Original Indenture and the requisite consents of the holder of all of the Bonds outstanding under the Original Indenture have been obtained to the amendments reflected in this First Supplemental Indenture which require such consent; and

WHEREAS, this First Supplemental Indenture has been duly and

legally authorized by the Board of Directors of the Company, all action on the part of the Company necessary to authorize the issuance hereunder of the Bonds of 1980 Series has been duly taken, and all things necessary to make this First Supplemental Indenture a valid, binding and legal instrument supplemental to and in confirmation of the Indenture have been accomplished;

Now, Therefore, This First Supplemental Indenture  
WITNESSETH:

That MAPCO Inc., 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 One Dollar to it duly paid by the Trustees at or before the sealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect and according to the terms of the Indenture, and to secure the performance and observance of all the covenants and obligations contained in the Bonds and in the Original Indenture, as amended and supplemented by this First Supplemental Indenture, and further to declare the terms and conditions upon and subject to which the Bonds are to be issued and secured, does hereby affirm and declare that the Indenture extends to and covers all and singular the following described property, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, 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 following described properties:

#### FIRST

An eight and six inch main pipe line system of approximately 720 miles in length beginning in Hutchinson County, Texas near Borger, Texas, extending to a point near Conway, Kansas, to a point near Beatrice, Nebraska, to a point near Greenwood, Nebraska, to a point near Whiting, Iowa and ending at a point near Garner, Iowa; and a six inch lateral pipe line from a point on the main pipe line system near Beatrice, Nebraska extending approximately ten miles in a north-westerly direction to a point near Hoag, Nebraska, together with all valves, fittings, pumps, compressors and appurtenances; all as more