

ture in the form hereof for the purposes herein provided, and has authorized the issue of its First Mortgage Pipeline Bonds, 2 $\frac{7}{8}$ % Series due 1965 (hereinafter called the "Bonds of 1965 Series") in an aggregate principal amount not to exceed Thirty million dollars (\$30,000,000), dated April 15, 1945, due April 15, 1965, and otherwise to be as in this Supplemental Indenture provided; and

WHEREAS the Company desires, prior to the issue of the Bonds of 1965 Series, to amend certain provisions of, and to add new provisions to, the Original Indenture to the extent hereinafter set forth; and

WHEREAS the Original Indenture contains a covenant that at any and all times, the Company will do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustees all and singular the property thereby conveyed or intended so to be, as the New York Trustee shall reasonably require for better accomplishing the provisions and purposes of said Indenture, and for securing payment of the principal of and interest on the Bonds issued thereunder; and the Company has acquired since the execution and delivery of the Original Indenture additional property included in the property hereinafter described, and the Company desires, and the New York Trustee requests, that such additional property so acquired be conveyed to the Trustees; and

WHEREAS the Company represents that all acts and proceedings required by law and by the charter and by-laws of the Company, including all action requisite on the part of its stockholders, directors and officers, necessary to make the Bonds, when executed by the Company, authenticated and delivered by the New York Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture and this Supplemental Indenture valid, binding and legal instruments for the security of the Bonds, in accordance with the terms of the Bonds and of such instruments have been done, per-