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COUNTERPART No. ....

EL PASO NATURAL GAS COMPANY  
TO  
MANUFACTURERS HANOVER TRUST COMPANY  
AND  
T. C. CRANE,  
TRUSTEES

**Fifty-sixth Supplemental Indenture**

*Dated as of November 1, 1966*

Providing for the issuance of First Mortgage Pipe Line Bonds,  
5 $\frac{1}{4}$ % Series due 1986

and

Further Supplementing and Modifying Indenture of Mortgage  
Dated as of June 1, 1946 as Restated by the Thirtieth  
Supplemental Indenture Dated December 31, 1959

**This Instrument Contains After-acquired Property Provisions**

Bowne & Co., Inc., 345 Hudson Street, New York 14



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**FIFTY-SIXTH SUPPLEMENTAL INDENTURE**, dated as of November 1, 1966, by and between EL PASO NATURAL GAS COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter sometimes called the Company), party of the first part, and MANUFACTURERS HANOVER TRUST COMPANY (formerly known as Manufacturers Trust Company), a trust company duly organized and existing under the laws of the State of New York, as Corporate Trustee under the Mortgage hereinafter mentioned, and T. C. CRANE as successor Individual Trustee under said Mortgage (said Manufacturers Hanover Trust Company as Trustee as aforesaid being hereinafter sometimes called the Corporate Trustee, said T. C. Crane being hereinafter sometimes called the Individual Trustee, and said Corporate Trustee and said Individual Trustee, the address of each of whom is 40 Wall Street, New York, New York, being hereinafter sometimes together called the Trustees), parties of the second part:

WITNESSETH THAT:

WHEREAS, in order to secure First Mortgage Pipe Line Bonds of the Company, issuable in series, the Company has heretofore made, executed and delivered its certain Indenture of Mortgage dated as of June 1, 1946 (hereinafter sometimes called the Original Mortgage) and fifty-five indentures supplemental thereto, including a Thirtieth Supplemental Indenture dated December 31, 1959 which, among other things, restated the terms and provisions of the Original Mortgage as modified by previous supplemental indentures (the Original Mortgage, as restated by said Thirtieth Supplemental Indenture and as further supplemented and modified by subsequent Supplemental Indentures, being hereinafter sometimes called the Mortgage); and

WHEREAS, the amount of First Mortgage Pipe Line Bonds which may be issued under and secured by the Mortgage is \$1,000,000,000 aggregate principal amount at any one time outstanding; and there have heretofore been issued under the Mortgage from time to time First Mortgage Pipe Line Bonds, of twenty-four several series, of which \$535,995,000 aggregate principal amount, of nineteen several



series, remains outstanding on the date of the execution and delivery of this Fifty-sixth Supplemental Indenture; and

WHEREAS, the Company desires to supplement and modify the Mortgage in certain respects; and

WHEREAS, the Mortgage provides that, without the necessity of obtaining the consent of the holders of any of the bonds at the time outstanding, the Company may execute and file with the Trustees and the Trustees at the request of the Company may join in an indenture supplemental thereto and which thereafter shall form a part thereof, for the purposes, among others, of providing for the creation of any new series of bonds, designating the series to be created and specifying the form and provisions of the bonds of such series; and

WHEREAS, the Company has determined to create a new series of bonds to be issued under the Mortgage, as supplemented and modified hereby, which bonds are to be designated as First Mortgage Pipe Line Bonds, 5% Series due 1986 (hereinafter sometimes called the bonds of the 1986 Series), and are to be limited to an aggregate principal amount of \$35,000,000, and desires to specify the forms and provisions of the bonds of the 1986 Series; and

WHEREAS, for the purposes aforesaid, the Company desires to make, execute and deliver to the Trustees, and has requested the Trustees to join in the execution of, a Supplemental Indenture in the form hereof; and

WHEREAS, the terms of this Fifty-sixth Supplemental Indenture are such that it does not require the consent of the holders of any of the outstanding bonds; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Fifty-sixth Supplemental Indenture and to make the Mortgage, as supplemented and modified by this Fifty-sixth Supplemental Indenture, a valid and binding agreement and indenture of mortgage for the security of the bonds of the Company issued and to be issued thereunder and to make the bonds of the 1986 Series, when duly executed by the Company and

authenticated by the Corporate Trustee and delivered pursuant to the provisions of the Mortgage, as supplemented and modified hereby, the valid, legal and binding obligations of the Company, have been complied with and/or have been done and performed;

Now, THEREFORE, for and in consideration of the premises and of the sum of One Dollar (\$1) and other valuable considerations to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successors in trust, for the benefit of those who hold or shall hold any of the bonds issued and outstanding from time to time under the Mortgage, as now or hereafter supplemented and modified, as follows:

#### ARTICLE ONE

##### Modifications of the Mortgage

SECTION 1. Section 1.04 of the Mortgage is hereby modified by deleting in its entirety the present twenty-seventh paragraph of said Section and inserting in lieu thereof two new paragraphs reading as follows:

"The terms 'bond of the 1986 Series' and 'bonds of the 1986 Series' mean a bond or bonds of the series designated 'First Mortgage Pipe Line Bonds, 5% Series due 1986' provided for in Article Two of the Fifty-sixth Supplemental Indenture hereto.

"The term 'present series' shall mean the twenty-five series hereinabove in this Section specifically referred to (excluding at any time any such series all of the bonds of which shall at such time have ceased to be outstanding within the meaning of this Indenture), and the terms 'bond of any of the present series' and 'bonds of any of the present series' shall mean a bond or bonds of any of the present series."

SECTION 2. Except as herein modified, the provisions of the Mortgage are in all respects confirmed.



## ARTICLE TWO

Provisions Relating to Bonds of the 1986 Series  
and Sinking Fund Therefor

SECTION 1. *Amount and Terms of Bonds of the 1986 Series.* There shall be and hereby is created and established a new series of bonds to be issued under and secured by the Mortgage, as supplemented and modified by this Fifty-sixth Supplemental Indenture, such series to be designated "5 $\frac{7}{8}$ % Series due 1986", and the bonds of such series to bear the descriptive title "First Mortgage Pipe Line Bonds, 5 $\frac{7}{8}$ % Series due 1986", such bonds being herein sometimes referred to as "bonds of the 1986 Series".

The bonds of the 1986 Series shall be limited to (a) \$35,000,000 aggregate principal amount of bonds of such series to be authenticated and delivered pursuant to Section 4.03 of the Mortgage, or in part pursuant to Section 4.03 and in part pursuant to Section 4.05 thereof, and (b) bonds issued pursuant to Article Two of the Mortgage and/or Section 2 of this Article Two upon exchanges or transfers of or in substitution for a like principal amount of bonds of the same series.

The bonds of the 1986 Series shall be coupon bonds payable to bearer, with the privilege of registration as to principal only, in the denomination of \$1,000 each, numbered M-1 and consecutively upwards, and registered bonds without coupons in the denominations of \$1,000 or any integral multiples thereof, bearing the identifying letter R, and such other identifying letters or symbols, if any, as to the several authorized denominations thereof, and such numbers, as the Corporate Trustee in its discretion shall deem proper, but provision for the issuance of additional denominations of the bonds of the 1986 Series and/or for further exchangeability of the different forms and denominations of the bonds of such series may be subsequently authorized as and to the extent provided in Section 2.03 of the Mortgage. The coupon bonds of the 1986 Series shall be dated as of November 1, 1966. All bonds of the 1986 Series shall mature November 1, 1986, and shall bear interest at the rate of five and seven-eighths per cent. per annum until payment of the principal becomes due, and at the rate of six per cent. per annum on any overdue principal and (to the extent legally enforceable) on any overdue installment of interest. The registered bonds without

coupons of the 1986 Series authenticated and delivered by the Corporate Trustee prior to the first interest payment date shall be dated as of and shall bear interest from the earliest date on which any registered bond without coupons of the 1986 Series is authenticated and delivered by the Corporate Trustee. Interest accruing prior to the expressed maturity of the principal shall be payable on the first days of May and November, 1967 and thereafter semi-annually on the first days of May and November in each year to and including November 1, 1986. Both the principal thereof and interest thereon shall be payable in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Manufacturers Hanover Trust Company, or its successor as Corporate Trustee under the Mortgage, in the Borough of Manhattan, City and State of New York. The definitive bonds of the 1986 Series may be printed, lithographed or engraved, as the Company shall determine.

SECTION 2. *Exchanges of Bonds of the 1986 Series—Appointment of Registrar.* At the option of the holder, any coupon bond or bonds of the 1986 Series, upon surrender thereof to the Corporate Trustee, with all unmatured coupons thereto appertaining, and upon payment, if the Company shall so require, of the charges provided for in the Mortgage, may be exchanged for a registered bond or bonds of the 1986 Series without coupons of a like aggregate principal amount of any authorized denomination or denominations. At the option of the registered owner, any registered bond or bonds of the 1986 Series, without coupons, upon surrender thereof to the Corporate Trustee, and upon payment, if the Company shall so require, of the charges provided for in the Mortgage, may be exchanged for a like aggregate principal amount of coupon bonds of the 1986 Series, or for a like aggregate principal amount of registered bonds of the 1986 Series without coupons of other authorized denominations. In case any registered bond of the 1986 Series without coupons which was authenticated and delivered by the Corporate Trustee prior to the first interest payment date is surrendered for exchange for one or more other bonds of the 1986 Series at any time prior to such first interest payment date, any bond in registered form without coupons issued in exchange therefor shall bear the same date as the bond so surrendered and no bond in



coupon form shall be issued in exchange therefor unless the person making such surrender shall pay to the Company an amount equal to interest on said coupon bond from November 1, 1966 to the date of the registered bond so surrendered.

All registered bonds without coupons and all coupon bonds registered as to principal surrendered for exchange shall be accompanied by a written instrument of transfer, if required by the Corporate Trustee, in form approved by the Corporate Trustee, duly executed by the registered owner in person or by attorney authorized in writing.

The Company hereby appoints the Corporate Trustee as Registrar and as its agent for the registration, transfer and exchange of bonds of the 1986 Series, and the books for such registration, transfer and exchange shall be kept at the corporate trust office of the Corporate Trustee, in the Borough of Manhattan, City and State of New York.

SECTION 3. *Redemption Provisions for Bonds of the 1986 Series.* The bonds of the 1986 Series are subject to redemption prior to maturity

(a) at the option of the Company or by the application of funds held by the Corporate Trustee as provided in Section 8.12 of the Mortgage, as supplemented and modified from time to time, as a whole at any time or in part from time to time, at the applicable regular redemption price, and upon the terms and subject to the conditions set forth in the forms of the bonds of the 1986 Series contained in Section 6 of this Article Two; and

(b) on any interest payment date, beginning May 1, 1968, by operation of the Sinking Fund provided for in Section 4 of this Article Two, upon payment of the principal amount thereof;

together, in any case, with interest accrued thereon to the redemption date; upon prior notice (unless waived as provided in Section 5.03 of the Mortgage) given by publication at least once in each week for three consecutive calendar weeks, the first publication to be not less than thirty nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York; provided that notice of redemp-

tion shall be given by mail to each registered holder of bonds which, or portions of which, are to be redeemed, by mailing the same to such holders not less than thirty nor more than ninety days prior to the redemption date, and provided further that, if all of the bonds of the 1986 Series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, notice of redemption may be given solely by mail as aforesaid and publication of notice shall not be required. If in any instance notice of redemption be published as herein provided, the mailing of notice of redemption as hereinabove provided shall not be a condition precedent to such redemption, and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the bonds.

SECTION 4. *Sinking Fund for Bonds of the 1986 Series.* A. For a Sinking Fund for the retirement of bonds of the 1986 Series, the Company covenants that, so long as any bonds of the 1986 Series shall remain outstanding, it will, subject to the provisions of Paragraphs B and C of this Section, pay to the Corporate Trustee, at least one day before each interest payment date commencing May 1, 1968 (that is, on or before April 30, 1968 and October 31, 1968 and on or before each April 30 or October 31 thereafter, as the case may be, each said date being sometimes referred to herein as a "Sinking Fund payment date"), a Sinking Fund payment which shall be in the amount of \$400,000 in respect of each Sinking Fund payment date commencing May 1, 1968 and continuing to and including May 1, 1971, in the amount of \$700,000 in respect of each Sinking Fund payment date commencing November 1, 1971 and continuing to and including May 1, 1976, and in the amount of \$1,200,000 in respect of each Sinking Fund payment date commencing November 1, 1976 and continuing to and including November 1, 1986 (the date of maturity of the bonds of the 1986 Series).

B. In the event that the Certificate of Available Gas Supply filed by the Company with the Corporate Trustee on or before any June 15, pursuant to the provisions of Section 5 of this Article Two, shall be a Certificate B (specifying a date prior to November 1, 1986 as the date of exhaustion of the Company's available gas supply), then the amount of the Sinking Fund payment to be made by the Company on each of the two next succeeding Sinking Fund payment dates, as specified in Paragraph A of this Section, shall be increased by a sum (rounded out to the next highest \$1,000) which bears the same proportion to the



total of the Sinking Fund payments provided to be made under said Paragraph A on or after the date of exhaustion specified in said Certificate B (less the aggregate of the amounts, if any, by which the Sinking Fund payments for any Sinking Fund payment dates occurring prior to such June 15 shall have been increased pursuant to this Paragraph B, but only to the extent that the bonds of the 1986 Series retired through the application of such increases in Sinking Fund payments shall not have been utilized as a credit against any subsequent Sinking Fund payment occurring prior to such June 15) that the Sinking Fund payment to be made on such Sinking Fund payment date as set forth in said Paragraph A bears to the aggregate of the Sinking Fund payments specified in said Paragraph A for all Sinking Fund payment dates occurring after such June 15 and prior to the date of exhaustion specified in said Certificate B; provided, however, that if the Certificate of Available Gas Supply filed by the Company with the Corporate Trustee pursuant to Section 5 of this Article Two in the year 1967 shall be a Certificate B and the Certificate of Available Gas Supply so filed in the year 1968 shall be a Certificate A, then only the regular Sinking Fund payment in the amount of \$400,000 shall be required to be made on October 31, 1968 (subject to being decreased by the amount of any credits pursuant to Paragraph C of this Section 4, including any credits pursuant to clause (c) of the first paragraph of said Paragraph C resulting from any increased payment made on April 30, 1968 because of the filing of such Certificate B in the year 1967).

C. The Company shall have the right, upon delivery to the Corporate Trustee on or before the March 15 next preceding any April Sinking Fund payment date or on or before the September 15 next preceding any October Sinking Fund payment date, as the case may be, of a written request stating its election so to do, to satisfy in whole or in part any Sinking Fund payment due on any such date, by crediting against such Sinking Fund payment, at the principal amount thereof,

(a) bonds of the 1986 Series then or at any time theretofore delivered to the Corporate Trustee for the Sinking Fund;

(b) bonds of the 1986 Series which shall have been redeemed at any time prior to such date of delivery at the option of the

Company (otherwise than by the application of funds held by the Corporate Trustee subject to the provisions of Section 4.06 or Section 8.12 of the Mortgage as supplemented and modified from time to time) as provided in Section 3 of this Article Two; or

(c) in case any Sinking Fund payment or payments required under Paragraph A of this Section shall have been increased by operation of Paragraph B of this Section, but the latest certificate filed by the Company with the Corporate Trustee pursuant to Section 5 of this Article Two shall be a Certificate A, bonds of the 1986 Series theretofore redeemed for the Sinking Fund or credited against any Sinking Fund payment, to the extent that the total principal amount of bonds of the 1986 Series theretofore so redeemed or credited exceeds the sum of (i) \$400,000 multiplied by the number of previous Sinking Fund payment dates (provided for in Paragraph A of this Section) occurring during the period May 1, 1968 through May 1, 1971, inclusive, plus (ii) \$700,000 multiplied by the number of such previous Sinking Fund payment dates occurring during the period November 1, 1971 through May 1, 1976, inclusive, plus (iii) \$1,200,000 multiplied by the number of such previous Sinking Fund payment dates occurring during the period November 1, 1976 through November 1, 1986, inclusive;

and which bonds (except to the extent provided in clause (c) of this Paragraph C) shall not theretofore have been made the basis of a credit against any Sinking Fund payment hereunder or of the authentication and delivery of bonds or the withdrawal of cash or of any other credit under the Mortgage as supplemented and modified from time to time. So long as any of the bonds of the 1986 Series are registered in any one or more of the names in which the \$35,000,000 principal amount of bonds of such series initially issued shall have been initially registered on the books of the Company, the Company shall not be entitled to deliver any bonds of the 1986 Series to the Corporate Trustee for the Sinking Fund pursuant to clause (a) of this Paragraph C, except with the consent of all persons in whose name or names any bonds of such series were initially so registered and remain so registered.



D. Any balance of any Sinking Fund payment not satisfied by credits taken pursuant to the provisions of Paragraph C of this Section shall be paid in cash.

All bonds delivered to the Corporate Trustee for credit against the Sinking Fund shall be accompanied by all unmatured coupons, if any, thereto appertaining.

Whenever the Company shall desire to take credit against any Sinking Fund payment for bonds of the 1986 Series pursuant to clauses (a), (b) or (c) of Paragraph C of this Section, it shall deliver to the Corporate Trustee a certificate signed by the Treasurer or an Assistant Treasurer of the Company stating that such bonds have been duly issued and *bona fide* sold to persons other than an affiliate of the Company and have been redeemed or reacquired by the Company and stating that none of such bonds has theretofore been made the basis of a credit against any Sinking Fund payment hereunder (except to the extent provided in clause (c) of Paragraph C of this Section) or of the authentication and delivery of bonds or the withdrawal of cash or of any other credit under the Mortgage as supplemented and modified from time to time. All bonds delivered to the Corporate Trustee and credited against any Sinking Fund payment and all bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, the Sinking Fund, shall be cancelled and, so long as bonds of any of the present series, as defined in the Mortgage as supplemented and modified hereby, are outstanding, shall not be made the basis of the authentication and delivery of bonds or the withdrawal of cash or of any other credit under the Mortgage as supplemented and modified from time to time except to the extent provided in clause (c) of Paragraph C of this Section.

Forthwith after the March 15 next preceding any April Sinking Fund payment date or the September 15 next preceding any October Sinking Fund payment date on which the Company will be required to make to the Corporate Trustee a payment in cash for the Sinking Fund, the Corporate Trustee shall proceed to select for redemption, in the manner provided in Article Five of the Mortgage, a principal amount of bonds of the 1986 Series equal to the amount of such cash payment, and, in the name of the Company, shall give notice, as required by the provisions of Section 3 of this Article Two and Article Five of the Mortgage, of the redemption for the Sinking Fund of the bonds so selected on the then next ensuing interest payment date. The Company shall pay to the Corporate Trustee at least one day before such next

ensuing interest payment date the sum required to redeem the bonds so called, including interest to the redemption date, which sum shall be applied by the Corporate Trustee to the redemption of such bonds. Any moneys paid to the Corporate Trustee in respect of the Sinking Fund payment due October 31, 1986 shall be applied to the payment of the bonds of the 1986 Series at their maturity.

The Company shall not be entitled to redeem for the Sinking Fund at the sinking fund redemption price on any interest payment date a principal amount of bonds of the 1986 Series greater than the amount required to be redeemed for the Sinking Fund on that date by the provisions of Paragraphs A and B of this Section.

SECTION 5. The Company covenants that, so long as any bonds of the 1986 Series are outstanding, it will file with the Corporate Trustee, on or before June 15 in each year beginning in the year 1967 and continuing to and including the year 1985, a Certificate of Available Gas Supply, dated not earlier than the May 1 next preceding such June 15, stating that, in the opinion of the signer or signers of such Certificate, the date of exhaustion of the Company's available gas supply will be a date not earlier than November 1, 1986 or will be a specified date prior to November 1, 1986. The term "date of exhaustion of the Company's available gas supply", as used herein, shall mean the date on which, in the opinion of the signer or signers of such Certificate, the Company's available gas supply (as hereinafter in this Section defined), determined as of a date not earlier than the April 1 next preceding the date of such Certificate, will be exhausted on the assumption that the volumes of gas in such available gas supply will be withdrawn at the rate required to provide from time to time

(a) the volumes of gas required for deliveries during each twelve months' period in the future (counting from the April 1 next preceding the date of such Certificate) at an annual rate equal to the volumes of gas sold and delivered by the Company during the twelve months' period ended on the March 31 next preceding the date of such Certificate; provided, however, that (i) if any such sales or deliveries shall have been made under a written contract limiting the maximum volume of gas which the Company from time to time has a firm obligation to deliver thereunder, then the volume of gas deliverable by the Company under such contract during each such subsequent period in



respect of which such a limitation is in effect shall be taken to be (in lieu of the volume of gas sold and delivered under such contract during the next preceding twelve months) a volume of gas equal to 92% of the Company's maximum firm delivery obligation from time to time in effect under such contract; (ii) deliveries under any written contract, whether or not such contract limits the maximum volume of gas which the Company from time to time has a firm obligation to deliver thereunder, shall be taken into account only for the remaining unexpired term of such contract as the same exists at the date of such Certificate; and (iii) in making the foregoing computations of future withdrawals there shall be excluded all sales and deliveries (whether or not made under a written contract), in or adjacent to the fields from which the Company obtains its gas supply, involving the utilization and disposition of residue gas (i.e., gas derived from casinghead gas produced in conjunction with oil or distillate) not currently required for the Company's other sales of gas from its pipe line system or for use in its operations; and

(b) the volumes of gas which, based on the Company's experience during the twelve months' period ended on the March 31 next preceding the date of such Certificate, it will be necessary for the Company to use in its operations from time to time in processing and/or treating the volumes of gas from time to time deliverable by the Company in the future, determined as provided in (a) above, and in transporting the same from the respective points of origin to the respective points of delivery, and for covering line losses and losses in operations.

The term "contract", as used herein, shall include any rate schedule or tariff filed by the Company with the Federal Power Commission or any other Federal or State commission or other governmental authority having jurisdiction to regulate any sale or delivery of gas by the Company, and each contract, rate schedule or tariff shall be read in conjunction with and interpreted in the light of all general conditions, executed service contracts, rules, regulations or orders at the time in effect applicable thereto.

If it is stated in any such Certificate that the date of exhaustion of the Company's available gas supply will be not earlier than November 1, 1986, the Certificate filed shall be entitled "Certificate of Available Gas Supply, Form A" (in this Article referred to as "Certificate A"). If in any such Certificate such date of exhaustion is specified to be a date earlier than November 1, 1986, the Certificate filed shall be entitled "Certificate of Available Gas Supply, Form B" (in this Article referred to as "Certificate B"), and in such event such Certificate shall also state (i) the total volume of the Company's available gas supply as at the date of determination thereof specified in such Certificate, and (ii) the volume of the Company's sales and uses of gas, determined as provided in the first paragraph of this Section, for each successive twelve months' period commencing with the April 1 next preceding the date of such Certificate and continuing to and including the date of exhaustion specified in such Certificate.

Such Certificate of Available Gas Supply shall be a certificate of the Company, except that (a) if the last preceding Certificate of Available Gas Supply shall have been a Certificate B, or (b) if the two immediately preceding Certificates of Available Gas Supply shall have been certificates of the Company, and (c) in any event in the year 1968, such certificate shall be prepared and signed by an independent geologist.

The term "available gas supply" shall mean the minimum volume of natural gas which, by reason of the existence of proven natural gas reserves (including gas in solution or in a common reservoir with oil or distillate and to be produced with such oil or distillate in the form of casinghead gas) located in one or more of the States of the United States of America, or in any tideland or offshore area adjacent to any such State over which the Government of such State or the Government of the United States asserts jurisdiction, or in Canada, and the location of such reserves in relation to the Company's pipe lines or in relation to the pipe lines of another natural gas pipe line company from which the Company shall have the right or option to purchase gas (hereinafter in this Section sometimes called a "pipe line supplier"), and after giving due consideration to the dedication of any portion of such reserves to others than the Company, to withdrawals from such reserves which may reasonably be expected, to the availability of transportation facilities and to all other pertinent factors relative to such reserves, the Company can, in the opinion of the signer or signers



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of such a Certificate of Available Gas Supply, reasonably expect to produce, or to purchase at economically practicable prices (whether or not the Company then has a contract right to purchase such gas) and have delivered to it, and to transport to its markets to meet requirements in the future for sale to its customers.

In determining the amount of gas available to the Company from any natural gas reserves located in Canada, there shall not be included any amount of gas in excess of the daily volume of gas from such reserves which can be transported into the United States by the Company or for delivery to it without violating any law or regulation of Canada or any province or territory having jurisdiction thereof relating to the export of such gas and which can be imported into the United States by the Company or for delivery to it without violating any law or regulation of the United States relating to the import of such gas; and if the aggregate volume of gas from any source in Canada which may be transported into the United States by the Company or for delivery to it for use in the United States during the term of any export permit or license is restricted, there shall be excluded in determining the daily volume of gas available to the Company from such source any part of such daily volume in excess of an amount determined by dividing the aggregate volume deliverable from such source pursuant to such permit or license by the number of days included in the term of such permit or license, but no further consideration need be given to the fact that the term of such permit or license is restricted; and if the Company's right to transport or receive, or the right of any supplier to deliver to the Company, gas produced in Canada from any source is limited to the right to transport or receive or deliver gas for resale in specified areas in the United States, there shall be excluded in determining the daily volume of gas available to the Company from such source any part of such daily volume in excess of the average daily requirements of the Company under its then existing gas sales contracts covering gas to be sold in such specified areas; and, if such daily volume is at the time curtailed by a temporary restriction which by its terms is limited to a specified period, appropriate adjustments may be made to reflect the temporary character of such curtailment.

The signer or signers of any Certificate of Available Gas Supply in determining the amount of available gas supply of the Company

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through deliveries from any pipe line supplier may, if he or they shall consider such information reliable and of sufficiently recent date and so state in such Certificate, rely on any figures relating to the gas supply of such pipe line supplier contained in the certificate of gas supply signed by a person who would qualify as an independent geologist under this Indenture (except that such person need not be selected or paid by the Company) most recently filed with the trustee under an indenture securing bonds or other obligations of said pipe line supplier if, pursuant to the terms of said indenture, the signer of such certificate of gas supply, in rendering the opinion set forth therein, shall be required to consider substantially the same factors in determining the pipe line supplier's available gas supply as are required to be considered by the signer of a Certificate of Available Gas Supply under this Section in determining the available gas supply of the Company, provided that

(a) there shall not be included in the available gas supply of the Company any gas to be received by it from any such pipe line supplier in excess of the quantities which the Company shall then have the right or option to purchase from such pipe line supplier; and

(b) in determining the amount of gas available to the Company through deliveries by any such pipe line supplier, the signer or signers of any Certificate of Available Gas Supply

(i) shall be governed by the provisions of the next preceding paragraph of this Section, if applicable,

(ii) shall take into account the extent, if any, to which the gas supply of such pipe line supplier shall be inadequate to meet its then average daily requirements, including its requirements for delivery to the Company, as a result of restrictions then in effect imposed by the laws or regulations of or applicable to any state, province or other jurisdiction in which such gas is produced, and

(iii) shall take into account the expected operating conditions of such pipe line supplier as indicated, in the judgment of the signer or signers of such Certificate, by the operating



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characteristics of the facilities of such pipe line supplier and the operating experience of such facilities as disclosed by the Company's records of gas deliveries to it by such pipe line supplier and by such other information as to such pipe line supplier's operating history as the signer or signers of said Certificate shall deem relevant.

SECTION 6. The coupon bonds of the 1986 Series, the coupons to be attached thereto, the registered bonds without coupons of said Series, and the Corporate Trustee's certificate of authentication to be endorsed upon the bonds of said Series, are to be substantially in the following forms, respectively:

[FORM OF COUPON BOND OF THE 1986 SERIES]

\$1000

No. M. ....

EL PASO NATURAL GAS COMPANY

Incorporated under the laws of the State of Delaware

FIRST MORTGAGE PIPE LINE BOND, 5 $\frac{7}{8}$ % SERIES DUE 1986

Due November 1, 1986

EL PASO NATURAL GAS COMPANY, a Delaware corporation (hereinafter sometimes called the Company), for value received, hereby promises to pay to the bearer or, in case this bond be registered, to the registered owner hereof, on November 1, 1986, One Thousand Dollars, and to pay interest thereon from November 1, 1966 until payment of the principal hereof becomes due at the rate of 5 $\frac{7}{8}$ % per annum, and on any overdue principal and (to the extent legally enforceable) on any overdue installment of interest at the rate of 6% per annum. Interest accruing prior to the expressed maturity of the principal hereof shall be payable semi-annually on the first day of May and the first day of November in each year, commencing May 1, 1967 and continuing to

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and including November 1, 1986. The interest accrued on the principal hereof prior to such principal becoming due and payable shall be paid only upon presentation and surrender of the respective coupons attached hereto as they severally become due. Both the principal of and interest on this bond will be paid in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Manufacturers Hanover Trust Company or its successor in trust under the Mortgage hereinafter mentioned (hereinafter called the Corporate Trustee), in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds of a series, designated as the 5 $\frac{7}{8}$ % Series due 1986, of an authorized issue of bonds of the Company, known as First Mortgage Pipe Line Bonds (hereinafter called the bonds), limited in aggregate principal amount as provided in the Mortgage hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates, maturities and tenor) under and equally secured by an Indenture of Mortgage dated as of June 1, 1946, as supplemented and modified by indentures supplemental thereto, to and including a Fifty-sixth Supplemental Indenture dated as of November 1, 1966 (including a Thirtieth Supplemental Indenture dated December 31, 1959 which, among other things, restated said Indenture of Mortgage as previously supplemented and modified), to Manufacturers Hanover Trust Company and T. C. Crane as Trustees (such Indenture of Mortgage as so supplemented and modified and restated being herein called the Mortgage), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the bonds and of the Trustees in respect thereof, and the terms and conditions upon which the bonds are, and are to be, secured.

The bonds of the 5 $\frac{7}{8}$ % Series due 1986 are subject to redemption prior to maturity (a) at the option of the Company or by the application of certain funds held by the Corporate Trustee, as a whole at any time or in part from time to time during the respective periods set forth in the tabulation below, upon payment of the applicable per-



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centage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price	Twelve Months' Period Beginning November 1	Regular Redemption Price
1966	105.8750	1976	102.7830
1967	105.5658	1977	102.4738
1968	105.2566	1978	102.1646
1969	104.9474	1979	101.8554
1970	104.6382	1980	101.5462
1971	104.3290	1981	101.2370
1972	104.0198	1982	100.9278
1973	103.7106	1983	100.6186
1974	103.4014	1984	100.3094
1975	103.0922	1985	100.0000

(provided that, if prior to November 1, 1976 such redemption is carried out as a part of any refunding operation involving the incurring of indebtedness by the Company or any affiliate of the Company which has an interest rate or cost to the Company or such affiliate of less than 5 $\frac{7}{8}$ % per annum, computed in accordance with accepted financial practice, then the regular redemption price will be 115% of the principal amount of the bonds to be redeemed) and (b) by operation of the Sinking Fund for the bonds of the 5 $\frac{7}{8}$ % Series due 1986 provided for in the Mortgage, upon payment of the principal amount thereof; together in any case with interest accrued thereon to the redemption date; upon prior notice given by publication at least once in each week for three consecutive calendar weeks, the first publication to be not less than thirty nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York; provided that, if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Mortgage.

If this bond is duly called for redemption and payment duly provided for as specified in the Mortgage, this bond shall cease to bear interest on and after the date fixed for redemption and shall cease to be entitled to the lien of the Mortgage on and after such date or,

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in case of redemption of all bonds outstanding under the Mortgage, on and after the date payment is so provided for.

This bond shall pass by delivery, unless registered as to principal in the name of the owner on registration books to be kept for the purpose at said corporate trust office of the Corporate Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer and pass by delivery, whether or not this bond be registered.

A coupon bond or bonds of the 5 $\frac{7}{8}$ % Series due 1986, bearing all unmatured coupons, upon surrender thereof at said corporate trust office of the Corporate Trustee for cancellation, may be exchanged for a registered bond or bonds, without coupons, of said series, of like aggregate principal amount and in authorized denominations, and the registered bond or bonds so received in exchange may, in turn, be re-exchanged for a coupon bond or bonds of said series in the denomination of \$1,000, of a like aggregate principal amount, all as provided in the Mortgage, but in either case only on payment, if the Company shall so require, of the charges therein provided for.

In case an event of default as defined in the Mortgage shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Mortgage. Any such declaration may in certain cases be annulled as provided in the Mortgage.

To the extent permitted by and as provided in the Mortgage, modifications or alterations of the Mortgage and of the rights and obligations of the Company and of the holders of the bonds and coupons may be made by the Company and the Trustees, by an indenture supplemental to the Mortgage, pursuant to the written consent or affirmative vote of the holders of not less than two-thirds in principal amount of the bonds at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than two-thirds in principal amount of certain affected series; provided, however, that no such modification or alteration shall be made without the written approval or consent or the affirmative vote of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the prin-



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cipal hereof or reduce any premium payable on the redemption hereof, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Mortgage, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid. The Mortgage also provides that the holders of specified percentages in principal amount of the bonds at the time outstanding may waive compliance with certain of the covenants, and any past default in the performance of any of the covenants, contained in the Mortgage, except any covenant for the payment of the principal of, or interest or premium, if any, on, any of the bonds.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Mortgage, to or against any incorporator, subscriber, promoter, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, subscribers, promoters, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond; all as more fully provided in the Mortgage.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the form of certificate endorsed hereon shall have been signed by the Corporate Trustee.

IN WITNESS WHEREOF, El Paso Natural Gas Company has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and attested by its Secretary or an Assistant Secretary, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of November, 1966.

EL PASO NATURAL GAS COMPANY

By

Senior Vice President

Attest:

Assistant Secretary

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## [FORM OF COUPON FOR COUPON BONDS OF THE 1986 SERIES]

\$ . . . . .

No. . . . .

On the first day of , 19 , El Paso Natural Gas Company, upon surrender hereof, will pay to the bearer at the corporate trust office of Manufacturers Hanover Trust Company, Corporate Trustee, or its successor in trust, in the Borough of Manhattan, City and State of New York, in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Pipe Line Bond, 5 $\frac{7}{8}$ % Series due 1986, due November 1, 1986, No. , unless said bond shall have been called for previous redemption and payment duly provided for.

Treasurer

(The amount of interest to be inserted in the appropriate blanks in the foregoing form of coupon shall be "\$29.38" and "Twenty-nine and 38/100 Dollars", respectively, for odd-numbered coupons and "\$29.37" and "Twenty-nine and 37/100 Dollars", respectively, for even-numbered coupons.)

## [FORM OF REGISTERED BOND WITHOUT COUPONS OF THE 1986 SERIES]

\$ . . . . .

No. R . . . . .

EL PASO NATURAL GAS COMPANY

Incorporated under the laws of the State of Delaware

FIRST MORTGAGE PIPE LINE BOND, 5 $\frac{7}{8}$ % SERIES DUE 1986

Due November 1, 1986

EL PASO NATURAL GAS COMPANY, a Delaware corporation (hereinafter sometimes called the Company), for value received, hereby promises to pay to , or registered assigns, on November 1, 1986, Dollars, and to pay to the registered owner hereof interest thereon from the date hereof until payment of the



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principal hereof becomes due at the rate of 5½% per annum, and on any overdue principal and (to the extent legally enforceable) on any overdue installment of interest at the rate of 6% per annum. Interest accruing prior to the expressed maturity of the principal hereof shall be payable semi-annually on the first day of May and the first day of November in each year, commencing May 1, 1967 and continuing to and including November 1, 1986. Both the principal of and interest on this bond will be paid in coin or currency of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts, at the corporate trust office of Manufacturers Hanover Trust Company or its successor in trust under the Mortgage hereinafter mentioned (hereinafter called the Corporate Trustee), in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds of a series, designated as the 5½% Series due 1986, of an authorized issue of bonds of the Company, known as First Mortgage Pipe Line Bonds (hereinafter called the bonds), limited in aggregate principal amount as provided in the Mortgage hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates, maturities and tenor) under and equally secured by an Indenture of Mortgage dated as of June 1, 1946, as supplemented and modified by indentures supplemental thereto, to and including a Fifty-sixth Supplemental Indenture dated as of November 1, 1966 (including a Thirtieth Supplemental Indenture dated December 31, 1959 which, among other things, restated said Indenture of Mortgage as previously supplemented and modified), to Manufacturers Hanover Trust Company and T. C. Crane as Trustees (such Indenture of Mortgage as so supplemented and modified and restated being herein called the Mortgage), to which Mortgage and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the bonds and of the Trustees in respect thereof, and the terms and conditions upon which the bonds are, and are to be, secured.

The bonds of the 5½% Series due 1986 are subject to redemption prior to maturity (a) at the option of the Company or by the application of certain funds held by the Corporate Trustee, as a whole at any time or in part from time to time during the respective periods set forth in the tabulation below, upon payment of the applicable per-

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centage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price	Twelve Months' Period Beginning November 1	Regular Redemption Price
1966 .....	105.8750	1976 .....	102.7830
1967 .....	105.5658	1977 .....	102.4738
1968 .....	105.2566	1978 .....	102.1646
1969 .....	104.9474	1979 .....	101.8554
1970 .....	104.6382	1980 .....	101.5462
1971 .....	104.3290	1981 .....	101.2370
1972 .....	104.0198	1982 .....	100.9278
1973 .....	103.7106	1983 .....	100.6186
1974 .....	103.4014	1984 .....	100.3094
1975 .....	103.0922	1985 .....	100.0000

(provided that, if prior to November 1, 1976 such redemption is carried out as a part of any refunding operation involving the incurring of indebtedness by the Company or any affiliate of the Company which has an interest rate or cost to the Company or such affiliate of less than 5½% per annum, computed in accordance with accepted financial practice, then the regular redemption price will be 115% of the principal amount of the bonds to be redeemed) and (b) by operation of the Sinking Fund for the bonds of the 5½% Series due 1986 provided for in the Mortgage, upon payment of the principal amount thereof; together in any case with interest accrued thereon to the redemption date; upon prior notice given by publication at least once in each week for three consecutive calendar weeks, the first publication to be not less than thirty nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York; provided that, if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Mortgage.

If this bond or any portion thereof (\$1,000 or an integral multiple thereof) is duly called for redemption and payment duly provided for as specified in the Mortgage, this bond or such portion thereof shall



cease to bear interest on and after the date fixed for redemption and shall cease to be entitled to the lien of the Mortgage on and after such date or, in case of redemption of all bonds outstanding under the Mortgage, on and after the date payment is so provided for.

This bond is transferable as prescribed in the Mortgage by the registered owner hereof in person, or by his duly authorized attorney, at said corporate trust office of the Corporate Trustee, upon surrender of this bond for cancellation, and upon payment, if the Company shall so require, of the charges provided for in the Mortgage, and thereupon a new registered bond or bonds of the 5% Series due 1986 of like aggregate principal amount in authorized denominations will be issued to the transferee in exchange herefor as provided in the Mortgage, or the registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange herefor the same aggregate principal amount of coupon bonds of the 5% Series due 1986 of the denomination of \$1,000, or the same aggregate principal amount of registered bonds of said series without coupons of other authorized denominations, upon payment in either case, if the Company shall so require, of the charges provided for in the Mortgage.

In case an event of default as defined in the Mortgage shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Mortgage. Any such declaration may in certain cases be annulled as provided in the Mortgage.

To the extent permitted by and as provided in the Mortgage, modifications or alterations of the Mortgage and of the rights and obligations of the Company and of the holders of the bonds and coupons may be made by the Company and the Trustees, by an indenture supplemental to the Mortgage, pursuant to the written consent or affirmative vote of the holders of not less than two-thirds in principal amount of the bonds at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than two-thirds in principal amount of certain affected series; provided, however, that no such modification or alteration shall be made without the written approval or consent or the affirmative vote of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption

hereof, or (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Mortgage, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid. The Mortgage also provides that the holders of specified percentages in principal amount of the bonds at the time outstanding may waive compliance with certain of the covenants, and any past default in the performance of any of the covenants, contained in the Mortgage, except any covenant for the payment of the principal of, or interest or premium, if any, on, any of the bonds.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Mortgage, to or against any incorporator, subscriber, promoter, stockholder, director or officer, past, present or future, as such, of the Company, or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, subscribers, promoters, stockholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond; all as more fully provided in the Mortgage.

This bond shall not become or be valid or obligatory for any purpose until the form of certificate endorsed hereon shall have been signed by the Corporate Trustee.

IN WITNESS WHEREOF, El Paso Natural Gas Company has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and attested by its Secretary or an Assistant Secretary, all as of

EL PASO NATURAL GAS COMPANY

By

Senior Vice President

Attest:

Assistant Secretary



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## [FORM OF AUTHENTICATION CERTIFICATE]

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Mortgage.

MANUFACTURERS HANOVER TRUST COMPANY,  
Corporate Trustee

By

Authorized Officer

## ARTICLE THREE

## Miscellaneous Provisions

SECTION 1. This Fifty-sixth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Mortgage as supplemented and/or modified by the First to Fifty-fifth Supplemental Indentures, inclusive, and as restated by the Thirtieth Supplemental Indenture, and shall form a part thereof.

SECTION 2. All recitations or recitals contained in this Fifty-sixth Supplemental Indenture, save only the recital herein set forth as to the due organization of the Corporate Trustee, are made by and on behalf of the Company only, and the Trustees, except as aforesaid, are in no way responsible therefor or for any statement herein contained. All of the provisions of the Mortgage with respect to the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to this Fifty-sixth Supplemental Indenture.

SECTION 3. Although this Fifty-sixth Supplemental Indenture is dated for convenience and purposes of reference as of November 1, 1966, the actual date or dates of the execution thereof by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

SECTION 4. In order to facilitate the recording and filing of this Fifty-sixth Supplemental Indenture, the same may be executed in several counterparts, each of which shall be taken to be an original, and such counterparts shall together constitute but one and the same instrument.

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SECTION 5. El Paso Natural Gas Company hereby acknowledges the receipt by it of an executed counterpart of this Fifty-sixth Supplemental Indenture, and the Trustees hereby acknowledge the receipt by them of an executed counterpart of this Fifty-sixth Supplemental Indenture.

IN WITNESS WHEREOF, EL PASO NATURAL GAS COMPANY has caused these presents to be signed by its President or a Vice President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary or an Assistant Secretary, and MANUFACTURERS HANOVER TRUST COMPANY has caused these presents to be executed by its President or a Vice President or an Assistant Vice President or other duly authorized officer, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of one of its Assistant Trust Officers, and T. C. CRANE has hereunto set his hand and seal, all as of the day and year first above written.

EL PASO NATURAL GAS COMPANY

By Fred J. Wagner  
Senior Vice President

Attest:

Wagner S. Spertus  
Assistant Secretary

MANUFACTURERS HANOVER TRUST COMPANY,  
CORPORATE TRUSTEE

By Tom Wagner  
Vice President

Attest:

T. B. B. B. B.  
Assistant Trust Officer

INDIVIDUAL TRUSTEE (L.S.)

Signed, sealed, executed, acknowledged and delivered by EL PASO NATURAL GAS COMPANY, by MANUFACTURERS HANOVER TRUST COMPANY and by T. C. CRANE in the presence of:

J. B. B. B.  
W. P. B. B.



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## EL PASO NATURAL GAS COMPANY

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

I, L. MATT. MASTERSON, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 9th day of November, 1966:

(Arizona)

BEFORE ME, L. MATT. MASTERSON, the undersigned officer, personally appeared FRED T. WAGNER, who acknowledged himself to be a Senior Vice President of EL PASO NATURAL GAS COMPANY, a corporation, and that he has as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior Vice President.

(Colorado)

The foregoing instrument was acknowledged before me by FRED T. WAGNER as a Senior Vice President of EL PASO NATURAL GAS COMPANY, a corporation.

(Idaho)

BEFORE ME, L. MATT. MASTERSON, a notary public in and for the County of New York, State of New York, personally appeared FRED T. WAGNER, known to me to be a Senior Vice President of EL PASO NATURAL GAS COMPANY, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

(New Mexico)

BEFORE ME appeared FRED T. WAGNER, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of EL PASO NATURAL GAS COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said FRED T. WAGNER acknowledged said instrument to be the free act and deed of said corporation.

(New York)

BEFORE ME personally came FRED T. WAGNER, to me known, who, being by me duly sworn, did depose and say that he resides at 5031 Country Club Place, El Paso, Texas; that he is a Senior Vice President of EL PASO NATURAL GAS COMPANY, one of the corporations described in

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and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

BEFORE ME personally appeared FRED T. WAGNER, to me known to be a Senior Vice President of EL PASO NATURAL GAS COMPANY and the identical person who subscribed the name of said corporation to the foregoing instrument as one of its Vice Presidents, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. (Oklahoma)

Personally appeared before me FRED T. WAGNER, who, being duly sworn, did say that he is a Senior Vice President of EL PASO NATURAL GAS COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be its voluntary act and deed. (Oregon)

BEFORE ME personally appeared FRED T. WAGNER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Senior Vice President of EL PASO NATURAL GAS COMPANY, a corporation, and acknowledged to me that as such officer he executed said instrument for the purposes and considerations therein expressed, and as the act and deed of said corporation. (Texas)

Personally appeared before me FRED T. WAGNER, who being by me duly sworn did say that he, the said FRED T. WAGNER, is a Senior Vice President of EL PASO NATURAL GAS COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said FRED T. WAGNER duly acknowledged to me that said corporation executed the same. (Utah)

BEFORE ME personally appeared FRED T. WAGNER, to me known to be a Senior Vice President of EL PASO NATURAL GAS COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and (Washington)



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deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

I certify that said FRED T. WAGNER signed the foregoing instrument in my presence on the date aforesaid.

(Wyoming)

BEFORE ME appeared FRED T. WAGNER, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of EL PASO NATURAL GAS COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said FRED T. WAGNER acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 9th day of November, 1966.

My commission expires March 30, 1968.



L. MATT. MASTERSON  
Notary Public, State of New York  
Qualified in Orange County  
Certificate filed in New York County  
Commission Expires March 30, 1968

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## CORPORATE TRUSTEE

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

I, L. MATT. MASTERSON, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 9th day of November, 1966:

BEFORE ME, L. MATT. MASTERSON, the undersigned officer, personally appeared F. M. WIEGMAN, who acknowledged himself to be a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President. (Arizona)

The foregoing instrument was acknowledged before me by F. M. WIEGMAN as a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, a corporation, as Trustee. (Colorado)

BEFORE ME, L. MATT. MASTERSON, a notary public in and for the County of New York, State of New York, personally appeared F. M. WIEGMAN, known to me to be a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, the corporation that executed the above instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. (Idaho)

BEFORE ME appeared F. M. WIEGMAN, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. M. WIEGMAN acknowledged said instrument to be the free act and deed of said corporation. (New Mexico)

BEFORE ME personally came F. M. WIEGMAN, to me known, who, being by me duly sworn, did depose and say that he resides at 66 Wyatt (New York)



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Road, Garden City, New York; that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation; and that he signed his name thereto by like authority.

(Oklahoma)

BEFORE ME personally appeared F. M. WIEGMAN, to me known to be a Vice President of MANUFACTURERS HANOVER TRUST COMPANY and the identical person who subscribed the name of said corporation to the foregoing instrument as one of its Vice Presidents, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

(Oregon)

Personally appeared before me F. M. WIEGMAN, who, being duly sworn, did say that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that he acknowledged said instrument to be its voluntary act and deed.

(Texas)

BEFORE ME personally appeared F. M. WIEGMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, a corporation, and acknowledged to me that as such officer he executed said instrument for the purposes and considerations therein expressed, and as the act and deed of said corporation.

(Utah)

Personally appeared before me F. M. WIEGMAN, who being by me duly sworn did say that he, the said F. M. WIEGMAN, is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said F. M. WIEGMAN duly acknowledged to me that said corporation executed the same.

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BEFORE ME personally appeared F. M. WIEGMAN, to me known to be a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. (Washington)

I certify that said F. M. WIEGMAN signed the foregoing instrument in my presence on the date aforesaid.

BEFORE ME appeared F. M. WIEGMAN, to me personally known, who, being by me duly sworn, did say that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. M. WIEGMAN acknowledged said instrument to be the free act and deed of said corporation. (Wyoming)

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 9th day of November, 1966.

My commission expires March 30, 1968.

  
L. MATT. MASTERSON  
Notary Public, State of New York  
Qualified in Orange County  
Certificate filed in New York County  
Commission Expires March 30, 1968