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Vol. 112 Page 1008

COUNTERPART NO. 80

EL PASO NATURAL GAS COMPANY

TO

MANUFACTURERS HANOVER TRUST COMPANY

AND

T. C. CRANE,  
TRUSTEES

*Sixty-fifth Supplemental Indenture*

Dated as of December 1, 1971

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

SIXTY-FIFTH SUPPLEMENTAL INDENTURE, dated as of December 1, 1971, 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 sixty-four 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-five several series, of which \$409,223,000 aggregate principal amount, of sixteen several series, remains outstanding on the date of the execution and delivery of this Sixty-fifth Supplemental Indenture; and

WHEREAS, the Company desires to modify the Mortgage as hereinafter set forth; and

WHEREAS, all consents required for the execution and delivery of this Sixty-fifth Supplemental Indenture and the modification of the Mortgage effected hereby have been obtained, and the execution, acknowledgment and delivery of this Sixty-fifth Supplemental Indenture have been duly authorized by the Company; and

WHEREAS, 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, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Sixty-fifth Supplemental Indenture and duly and legally to effect the modification of the Mortgage provided for in this Sixty-fifth Supplemental Indenture, and to make the Mortgage, as supplemented and modified by this Sixty-fifth Supplemental Indenture, a valid and binding agreement and indenture of mortgage for the security of bonds of the Company issued and to be issued thereunder have been complied with and/or have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1) lawful money of the United States of America by each of the parties hereto to each of the others in hand paid and other valuable considerations duly paid by the Company to the Trustees at or before the execution and delivery of these presents, the receipt of all of which considerations is hereby severally acknowledged, and in pursuance of the authority expressed in the Mortgage, the parties hereto do respectively act and agree, and the Company, for itself, 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 who shall hold any of the bonds issued and outstanding under the Mortgage, as now or hereafter supplemented and modified, as hereinafter set forth:

#### ARTICLE ONE.

##### MODIFICATIONS OF THE MORTGAGE.

Section 1. The penultimate paragraph of Section 1.02 of the Mortgage is hereby modified by striking all of such paragraph and inserting, in lieu thereof, the following which reads as follows:

The term "controlled corporation" means any corporation (other than a subsidiary or an LNG Corporation), at least 50% of the shares of which at the time outstanding having voting power for the election of not less than a majority of the board of directors, either at all times or only so long as no senior class of stock has such power because of the happening of any contingency, is owned directly or indirectly by the Company and/or one or more of its subsidiaries or controlled corporations.

Section 2. Section 1.02 of the Mortgage is further modified by adding thereto, immediately following the definition of "Pacific", two new definitions as follows:

The term "Liquefied Natural Gas Corporation" or "LNG Corporation" shall mean any corporation (or any corporation formed for the purpose of investing in such LNG Corporation) whose business activity consists, or is intended to consist, entirely of one or more of the following (plus such other activities of a minor nature as may be incidental thereto):

- (a) the ownership, leasing or operation of sea-going cryogenic tankers used for the transportation of liquefied natural gas,
- (b) the production, supply or transmission of natural gas for liquefaction and shipment in sea-going cryogenic tankers,
- (c) the liquefaction of natural gas for shipment in sea-going cryogenic tankers, or
- (d) any other foreign liquefied natural gas business activity.

The term "Liquefied Natural Gas Investments" or "LNG Investments" of the Company or a subsidiary or a controlled corporation or an LNG Corporation shall mean, at any date as of which the amount thereof is to be determined, the aggregate of

- (i) the amount which the Company or a subsidiary or a controlled corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation) shall have expended on advances to or investments in all LNG Corporations in payment of the purchase price of stock or other securities or as loans or advances on open account, less all amounts received by the Company or a subsidiary or a controlled corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation) in payment of the principal of any such loans, advances or securities, or through redemption, sale or other disposition of any such stock or other securities,
- (ii) the amount of indebtedness of all LNG Corporations which the Company or a subsidiary or a controlled corporation or an LNG Corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation or such LNG Corporation) shall have guaranteed,
- (iii) the amount of obligations of all LNG Corporations under so-called "through-put" or "take-or-pay" arrangements, lease or charter obligations, or other similar arrangements resulting in the obligation to service indebtedness of another (but only if such arrangements are used as a means of financing the purchase or construction of facilities used in the activities described in clauses (a), (b), (c) or (d) of the definition of an LNG Corporation) which the Company or a subsidiary or a controlled corporation or an LNG Corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation or such LNG Corporation) shall have guaranteed, and

necessary to authorize the  
sixty-fifth Supplemental  
Modification of the Mortgage  
Instrument, and to make the  
sixty-fifth Supplemental  
Modification of mortgage for the  
issued thereunder have  
been made;

premises and of the sum  
of America by each of  
paid and other valuable  
trustees at or before the  
of all of which consider-  
ation of the authority  
collectively act and agree,  
does hereby covenant  
trustees in trust, for the  
the bonds issued and  
thereby supplemented and

E.  
1.02 of the Mortgage  
and inserting, in lieu

any corporation  
at least 50% of the  
voting power for the  
of directors, either  
stock has such power  
is owned directly or  
of its subsidiaries or

modified by adding  
the following definition:

"LNG Corpo-  
ration formed for  
(on) whose business  
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or nature as may be

- (a) the ownership, leasing or operation of sea-going cryogenic tankers used for the transportation of liquefied natural gas,
- (b) the production, supply or transmission of natural gas for liquefaction and shipment in sea-going cryogenic tankers,
- (c) the liquefaction of natural gas for shipment in sea-going cryogenic tankers, or
- (d) any other foreign liquefied natural gas business activity.

The term "Liquefied Natural Gas Investments" or "LNG Investments" of the Company or a subsidiary or a controlled corporation or an LNG Corporation shall mean, at any date as of which the amount thereof is to be determined, the aggregate of

- (i) the amount which the Company or a subsidiary or a controlled corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation) shall have expended on advances to or investments in all LNG Corporations in payment of the purchase price of stock or other securities or as loans or advances on open account, less all amounts received by the Company or a subsidiary or a controlled corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation) in payment of the principal of any such loans, advances or securities, or through redemption, sale or other disposition of any such stock or other securities,
- (ii) the amount of indebtedness of all LNG Corporations which the Company or a subsidiary or a controlled corporation or an LNG Corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation or such LNG Corporation) shall have guaranteed,
- (iii) the amount of obligations of all LNG Corporations under so-called "through-put" or "take-or-pay" arrangements, lease or charter obligations, or other similar arrangements resulting in the obligation to service indebtedness of another (but only if such arrangements are used as a means of financing the purchase or construction of facilities used in the activities described in clauses (a), (b), (c) or (d) of the definition of an LNG Corporation) which the Company or a subsidiary or a controlled corporation or an LNG Corporation (limited on a percentage basis to the Company's direct or indirect stock interest in such controlled corporation or such LNG Corporation) shall have guaranteed, and



(iv) an amount (to the extent not included by reason of the provisions of clauses (i), (ii) or (iii) above), determined on a percentage basis, of

(a) the earned surplus of all LNG Corporations determined as of a date within ninety days of the date of the determination of the amount of such LNG Investments and in accordance with sound accounting practice,

(b) the indebtedness for borrowed money of all LNG Corporations which has not been guaranteed, loaned or advanced, directly or indirectly, by the Company or a subsidiary or a controlled corporation or by one or more other direct or indirect owners of stock of such LNG Corporations,

(c) the amount of obligations of LNG Corporations under so-called "through-put" or "take-or-pay" arrangements, lease or charter obligations, or other similar arrangements resulting in the obligation to service indebtedness of another, but only if (i) such arrangements are used as a means of financing the purchase or construction of facilities used in the activities described in clauses (a), (b), (c) or (d) of the definition of an LNG Corporation, and (ii) performance of such obligations has not been guaranteed, directly or indirectly, by the Company or a subsidiary or a controlled corporation or by one or more other direct or indirect owners of stock of such LNG Corporations, and

(d) the amount of obligations of LNG Corporations under leases or charters of facilities used in the activities described in clauses (a), (b), (c) or (d) of the definition of an LNG Corporation other than amounts included by reason of clause (c) above, but only if performance of such leases or charters has not been guaranteed, directly or indirectly, by one or more direct or indirect owners of stock of such LNG Corporations other than the Company or a subsidiary or a controlled corporation,

equal in each case to the Company's direct or indirect stock interest in such LNG Corporations.

For the purposes of this definition, the term "guarantee" shall include so-called "through-put" and "take-or-pay" arrangements, lease or charter obligations, and other similar arrangements resulting in the obligation to service indebtedness of another, but only if such arrangements are used as a means of financing the purchase or construction of facilities used in the activities described in clauses (a), (b), (c) or (d) of the definition of an LNG Corporation.

LNG Investments, however, shall not include any amount if such inclusion would result solely from the Company's direct or indirect stock interest in Westcoast Transmission Company Limited at August 31, 1971.

References to the aggregate amount of LNG Investments shall include, without duplication, the LNG Investments of the Company, all subsidiaries, all controlled corporations and all LNG Corporations in which they have an interest.

Section 3. The definition of "subsidiary" in Section 1.02 of the Mortgage is hereby modified by striking the "or" at the end of clause (c) and all of clause (d) thereof, and inserting new clauses (d) and (e) as follows:

(d) any LNG Corporation, or (e) any corporation successor to any corporation described in clause (a), clause (b), clause (c) or clause (d) of this sentence, which prior to such succession was not a subsidiary as herein defined.

Section 4. Section 7.07 of the Mortgage is hereby modified by adding a new paragraph as follows:

The Company shall cause any LNG Corporation in which the Company or any subsidiary or controlled corporation has an LNG Investment to insure all its facilities (other than minor service facilities) used in the business activities described in subclauses (b), (c) and (d) of the definition of an LNG Corporation in Section 1.02, which are located in a country other than the United States of America, by an agency of the United States Government against any loss through (i) inconvertibility of funds, (ii) expropriation, nationalization or confiscation by a foreign government, and (iii) war, revolution or insurrection, if such insurance is available, provided that such facilities located in less developed countries (as such term is used in any classification by an agency of the United States Government) must be so insured.

Section 5. Section 7.08 of the Mortgage is hereby modified by striking the "and" at the end of paragraph (b), by changing the period to a semicolon at the end of paragraph (c) thereof and by adding thereto two new paragraphs as follows:

(d) the aggregate amount of LNG Investments shall not at any one time exceed the sum of \$500,000,000; and

(e) neither the Company nor any subsidiary or controlled corporation shall make any direct investment in, or any lease or charter of, facilities to be used for any of the purposes enumerated in paragraphs (a), (b), (c) or (d) of the definition of an LNG Corporation, nor shall the Company or any subsidiary or controlled corporation make any investments or advances of the types described in (i), (ii) or (iii) of the definition of LNG Investments

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LNG Investments, however, shall not include any amount if such inclusion would result solely from the Company's direct or indirect stock interest in Westcoast Transmission Company Limited at August 31, 1971.

References to the aggregate amount of LNG Investments shall include, without duplication, the LNG Investments of the Company, all subsidiaries, all controlled corporations and all LNG Corporations in which they have an interest.

Section 3. The definition of "subsidiary" in Section 1.02 of the Mortgage is hereby modified by striking the "or" at the end of clause (c) and all of clause (d) thereof, and inserting new clauses (d) and (e) as follows:

(d) any LNG Corporation, or (e) any corporation successor to any corporation described in clause (a), clause (b), clause (c) or clause (d) of this sentence, which prior to such succession was not a subsidiary as herein defined.

Section 4. Section 7.07 of the Mortgage is hereby modified by adding a new paragraph as follows:

The Company shall cause any LNG Corporation in which the Company or any subsidiary or controlled corporation has an LNG Investment to insure all its facilities (other than minor service facilities) used in the business activities described in subclauses (b), (c) and (d) of the definition of an LNG Corporation in Section 1.02, which are located in a country other than the United States of America, by an agency of the United States Government against any loss through (i) inconvertibility of funds, (ii) expropriation, nationalization or confiscation by a foreign government, and (iii) war, revolution or insurrection, if such insurance is available, provided that such facilities located in less developed countries (as such term is used in any classification by an agency of the United States Government) must be so insured.

Section 5. Section 7.08 of the Mortgage is hereby modified by striking the "and" at the end of paragraph (b), by changing the period to a semicolon at the end of paragraph (c) thereof and by adding thereto two new paragraphs as follows:

(d) the aggregate amount of LNG Investments shall not at any one time exceed the sum of \$500,000,000; and

(e) neither the Company nor any subsidiary or controlled corporation shall make any direct investment in, or any lease or charter of, facilities to be used for any of the purposes enumerated in paragraphs (a), (b), (c) or (d) of the definition of an LNG Corporation, nor shall the Company or any subsidiary or controlled corporation make any investments or advances of the types described in (i), (ii) or (iii) of the definition of LNG Investments



in any company other than an LNG Corporation if such investments or advances are to be used for investing in facilities to be used for any of the purposes enumerated in paragraphs (a), (b), (c) or (d) of the definition of an LNG Corporation.

Section 6. Clause (A) of the definition of the term "net earnings of the Company" in Section 7.12 of the Mortgage is hereby modified to read as follows:

(A) any interest received by the Company on obligations or indebtedness of any subsidiary or controlled corporation or LNG Corporation may be included in other income of the Company only to the extent that (i) such interest is not in excess of the net earnings available for interest of such subsidiary or controlled corporation or LNG Corporation, computed in accordance with sound accounting practice, for the period in respect of which such interest was paid (after first deducting from such net earnings available for interest an amount equal to all interest, if any, accrued for such period on obligations or indebtedness of such subsidiary or controlled corporation or LNG Corporation held by others than the Company and ranking prior to or on a parity with the obligations or indebtedness of such subsidiary or controlled corporation or LNG Corporation held by the Company in respect of which such interest was received) or (ii) such interest is properly capitalized by such subsidiary or controlled corporation or LNG Corporation as interest during construction in accordance with sound accounting practice; and any dividends received by the Company on stock of any subsidiaries or controlled corporations or LNG Corporations may be included in other income of the Company only to the extent that the aggregate amount of such dividends is not in excess of the combined net earnings of all subsidiaries and controlled corporations and LNG Corporations applicable to the stock interest of the Company in such subsidiaries and controlled corporations and LNG Corporations, computed as to each subsidiary or controlled corporation or LNG Corporation, in accordance with sound accounting practice, from the date on which such subsidiary or controlled corporation or LNG Corporation became a subsidiary or controlled corporation or LNG Corporation to the date of the most recent payment of a dividend to the Company by any subsidiary or controlled corporation or LNG Corporation, and

Section 7. Except as herein modified, the provisions of the Mortgage are in all respects confirmed.

## ARTICLE TWO.

### MISCELLANEOUS PROVISIONS.

Section 1. Upon the presentation to it for such purpose of any of the outstanding bonds of the present series, as defined in the Mortgage (unless any such bond be in the modified form provided for in the second paragraph

of this Section), the Corporate Trustee may cause to be placed upon such bonds, by stamping, printing or otherwise, the following legend:

"The within-mentioned Mortgage has been further supplemented and modified by various supplemental indentures, to and including a Sixty-fifth Supplemental Indenture, dated as of December 1, 1971. Additional supplemental indentures, further supplementing and/or modifying said Mortgage, may be executed, and additional series of bonds may be created and issued under said Mortgage, without notation hereon with respect to any such action."

Unless any such bond be in the modified form provided for in the second paragraph of this Section, a similar legend may be placed by the Corporate Trustee upon any bonds of the present series, issued after the execution and delivery of this Sixty-fifth Supplemental Indenture upon exchange or transfer of or in substitution for other bonds of the same series.

Upon the written request at any time of any holder of any bonds of the present series (whether or not the bonds held by such holder bear the legend hereinabove in this Section provided for), the Company shall promptly cause to be prepared and executed and delivered to the Corporate Trustee for authentication and such Trustee shall authenticate and deliver to such holder, in exchange for the bonds so held by it, and all without charge or expense to such holder, new bonds of the same series, bearing the same appurtenant coupons, if any, as the bonds surrendered in exchange, and in either of the forms provided for in the Original Mortgage or the Supplemental Indenture creating such series, except that said bonds shall be modified to make appropriate reference to or appropriately reflect the modifications of the Original Mortgage effected by indentures supplemental thereto, to and including this Sixty-fifth Supplemental Indenture. When any bond of any series shall have been authenticated and delivered in the modified form provided for in this paragraph, all bonds of the same series thereafter authenticated and delivered by the Corporate Trustee for any purpose shall likewise be in such modified form.

Section 2. This Sixty-fifth 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 Sixty-fourth Supplemental Indentures, inclusive, and as restated by the Thirtieth Supplemental Indenture, and shall form a part thereof.

Section 3. All recitations or recitals contained in this Sixty-fifth Supplemental Indenture, save only the recital herein set forth as to the due organization of the Corporate Trustee and as to the addresses of the Trustees set forth in the first paragraph of this Sixty-fifth Supplemental Indenture, 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, as well as the provisions of the Mortgage for the extension of the lien thereof to after-acquired property, shall be applicable in respect hereof as fully and with like

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of this Section), the Corporate Trustee may cause to be placed upon such bonds, by stamping, printing or otherwise, the following legend:

"The within-mentioned Mortgage has been further supplemented and modified by various supplemental indentures, to and including a Sixty-fifth Supplemental Indenture, dated as of December 1, 1971. Additional supplemental indentures, further supplementing and/or modifying said Mortgage, may be executed, and additional series of bonds may be created and issued under said Mortgage, without notation hereon with respect to any such action."

Unless any such bond be in the modified form provided for in the second paragraph of this Section, a similar legend may be placed by the Corporate Trustee upon any bonds of the present series, issued after the execution and delivery of this Sixty-fifth Supplemental Indenture upon exchange or transfer of or in substitution for other bonds of the same series.

Upon the written request at any time of any holder of any bonds of the present series (whether or not the bonds held by such holder bear the legend hereinabove in this Section provided for), the Company shall promptly cause to be prepared and executed and delivered to the Corporate Trustee for authentication and such Trustee shall authenticate and deliver to such holder, in exchange for the bonds so held by it, and all without charge or expense to such holder, new bonds of the same series, bearing the same appurtenant coupons, if any, as the bonds surrendered in exchange, and in either of the forms provided for in the Original Mortgage or the Supplemental Indenture creating such series, except that said bonds shall be modified to make appropriate reference to or appropriately reflect the modifications of the Original Mortgage effected by indentures supplemental thereto, to and including this Sixty-fifth Supplemental Indenture. When any bond of any series shall have been authenticated and delivered in the modified form provided for in this paragraph, all bonds of the same series thereafter authenticated and delivered by the Corporate Trustee for any purpose shall likewise be in such modified form.

Section 2. This Sixty-fifth 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 Sixty-fourth Supplemental Indentures, inclusive, and as restated by the Thirtieth Supplemental Indenture, and shall form a part thereof.

Section 3. All recitations or recitals contained in this Sixty-fifth Supplemental Indenture, save only the recital herein set forth as to the due organization of the Corporate Trustee and as to the addresses of the Trustees set forth in the first paragraph of this Sixty-fifth Supplemental Indenture, 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, as well as the provisions of the Mortgage for the extension of the lien thereof to after-acquired property, shall be applicable in respect hereof as fully and with like



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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 Sixty-fifth Supplemental Indenture.

Section 4. Although this Sixty-fifth Supplemental Indenture is dated for convenience and purposes of reference as of December 1, 1971, 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 5. In order to facilitate the recording and filing of this Sixty-fifth 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.

Section 6. El Paso Natural Gas Company hereby acknowledges the receipt by it of an executed counterpart of this Sixty-fifth Supplemental Indenture, and the Trustees hereby acknowledge the receipt by them of an executed counterpart of this Sixty-fifth 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 W. Warren  
Vice President

Attest:

Wayne S. Serber  
Assistant Secretary

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MANUFACTURERS HANOVER TRUST COMPANY,  
CORPORATE TRUSTEE

By W. L. Bennett  
Assistant Vice President

Attest:

W. L. Bennett  
Assistant Trust Officer

W. L. Bennett  
INDIVIDUAL TRUSTEE

Signed, sealed, executed and acknowledged by  
EL PASO NATURAL GAS COMPANY in  
the presence of:

Madeline H. Munas  
Andy M. Resenthal

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

John E. Postel  
J. C. Knight

missions, variations and  
the same conform to this

Initial Indenture is dated  
December 1, 1971, the  
Company and by the  
acknowledgments hereto

and filing of this Sixty-  
fifth Supplemental  
and such counterparts  
ent.

by acknowledges the  
y-fifth Supplemental  
receipt by them of an  
indenture.

GAS COMPANY has  
Vice President, and  
to be attested by the  
MANUFACTURERS  
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AL GAS COMPANY

resident

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MANUFACTURERS HANOVER TRUST COMPANY,  
CORPORATE TRUSTEE

By *W. R. ...*  
Assistant Vice President

Attest:  
*[Signature]*  
Assistant Trust Officer

*[Signature]*  
INDIVIDUAL TRUSTEE

Signed, sealed, executed and acknowledged by  
EL PASO NATURAL GAS COMPANY in  
the presence of:

*Frederick J. ...*  
*Andy M. ...*

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

*John E. ...*  
*W. C. Knight*



## EL PASO NATURAL GAS COMPANY

STATE OF TEXAS       §  
                               § ss.:  
 COUNTY OF EL PASO   §

I, JEAN M. CAMPBELL, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 21st day of December, 1971:

(Arizona)  
 (Colorado)  
 (New Mexico)  
 (Oklahoma)

The foregoing instrument was acknowledged before me this December 21, 1971 by W. B. WARREN as a Vice President of EL PASO NATURAL GAS COMPANY, a Delaware corporation, on behalf of the corporation.

(Idaho)

BEFORE ME, JEAN M. CAMPBELL, a notary public in and for the County of El Paso, State of Texas, personally appeared W. B. WARREN, known to me to be a 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.

(Kansas)

The foregoing instrument was acknowledged before me this December 21, 1971, by W. B. WARREN as a Vice President of EL PASO NATURAL GAS COMPANY, a Delaware corporation, on behalf of the corporation.

(New York)

BEFORE ME personally came W. B. WARREN, to me known, who, being by me duly sworn, did depose and say that he resides at 4255 Ridge Crest Drive, El Paso, Texas; that he is a Vice President of EL PASO NATURAL GAS 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 order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

(Oregon)

Personally appeared before me W. B. WARREN, who, being duly sworn, did say that he is a 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.

(Texas)

BEFORE ME personally appeared W. B. WARREN, 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 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.

Personally appeared before me W. B. WARREN, who being by me duly sworn did say that he, the said W. B. WARREN, is a 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 W. B. WARREN duly acknowledged to me that said corporation executed the same.

(Utah)

BEFORE ME personally appeared W. B. WARREN, to me known to be a 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 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 W. B. WARREN signed the foregoing instrument in my presence on the date aforesaid.

BEFORE ME appeared W. B. WARREN, to me personally known, who, being by me duly sworn, did say that he is a 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 W. B. WARREN 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 21st day of December, 1971.

My commission expires June 1, 1973.

*Jean M. Campbell*  
 Jean M. Campbell  
 Notary Public in and for El Paso County, Texas  
 My Commission Expires June 1, 1973

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Personally appeared before me W. B. WARREN, who being by me duly sworn did say that he, the said W. B. WARREN, is a 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 W. B. WARREN duly acknowledged to me that said corporation executed the same.

(Utah)

BEFORE ME personally appeared W. B. WARREN, to me known to be a 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 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 W. B. WARREN signed the foregoing instrument in my presence on the date aforesaid.

BEFORE ME appeared W. B. WARREN, to me personally known, who, being by me duly sworn, did say that he is a 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 W. B. WARREN 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 21st day of December, 1971.

My commission expires June 1, 1973.

*Jean M. Campbell*  
Jean M. Campbell  
Notary Public in and for El Paso County, Texas  
My Commission Expires June 1, 1973



## CORPORATE TRUSTEE

STATE OF NEW YORK      0  
COUNTY OF NEW YORK      0 ss.:

I, KATHLEEN COSTINE, a notary public duly qualified commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 13th day of January, 1972:

(Arizona)  
(Colorado)  
(Kansas)  
(New Mexico)  
(Oklahoma)

The foregoing instrument was acknowledged before me this January 13, 1972 by F. A. BONNER, Assistant Vice President of MANUFACTURERS HANOVER TRUST COMPANY, Trustee.

(Idaho)

BEFORE ME, KATHLEEN COSTINE, a notary public in and for the County of New York, State of New York, personally appeared F. A. BONNER, known to me to be an Assistant 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.

(New York)

BEFORE ME personally came F. A. BONNER, to me known, who, being by me duly sworn, did depose and say that he resides at 128 Vineyard Road, Huntington, New York; that he is an Assistant 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.

(Oregon)

Personally appeared before me F. A. BONNER, who, being duly sworn, did say that he is an Assistant 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. A. BONNER, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be an Assistant 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.

Personally appeared before me F. A. BONNER, who being by me duly sworn did say that he, the said F. A. BONNER, is an Assistant 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. A. BONNER duly acknowledged to me that said corporation executed the same.

(Utah)

BEFORE ME personally appeared F. A. BONNER, to me known to be an Assistant 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. A. BONNER signed the foregoing instrument in my presence on the date aforesaid.

BEFORE ME appeared F. A. BONNER, to me personally known, who, being by me duly sworn, did say that he is an Assistant 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. A. BONNER 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 13th day of January, 1972.

My commission expires March 30, 1972.

*Kathleen Costine*

Kathleen Costine  
Notary Public, State of New York  
No. 31-5832352-New York  
Qualified in New York County  
Certificate filed in New York County  
Commission expires March 30, 1972

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sioner and State aforesaid,  
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Assistant Vice President of  
Y, Trustee.

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personally appeared F. A.  
President of MANUFAC-  
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Personally appeared before me F. A. BONNER, who being by me  
duly sworn did say that he, the said F. A. BONNER, is an Assistant 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. A.  
BONNER duly acknowledged to me that said corporation executed the  
same.

BEFORE ME personally appeared F. A. BONNER, to me known to  
be an Assistant Vice President of MANUFACTURERS HANOVER TRUST  
COMPANY, the corporation that executed the within and foregoing instru-  
ment, and acknowledged the said instrument to be the free and voluntary  
act and deed of said corporation, for the uses and purposes therein men-  
tioned, and on oath stated that he was authorized to execute said instru-  
ment and that the seal affixed is the corporate seal of said corporation.

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

BEFORE ME appeared F. A. BONNER, to me personally known,  
who, being by me duly sworn, did say that he is an Assistant Vice Pres-  
ident 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. A.  
BONNER 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 13th day of January, 1972.

My commission expires March 30, 1972.

*Kathleen Costine*  
Kathleen Costine  
Notary Public, State of New York  
No. 51-5832152 New York  
Qualified in New York County  
Certificate filed in New York County  
Commission expires March 30, 1972



## INDIVIDUAL TRUSTEE

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

I, KATHLEEN COSTINE, a notary public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 13th day of January, 1972:

The foregoing instrument was acknowledged before me this January 13, 1972 by T. C. CRANE, Trustee.

BEFORE ME, KATHLEEN COSTINE, a notary public in and for the County of New York, State of New York, personally appeared T. C. CRANE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

BEFORE ME personally came T. C. CRANE, to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

Personally appeared before me the above named T. C. CRANE and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME personally appeared T. C. CRANE, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

Personally appeared before me T. C. CRANE, the signer of the above instrument, who duly acknowledged to me that he executed the same.

On this day personally appeared before me T. C. CRANE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

BEFORE ME personally appeared T. C. CRANE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal, this 13th day of January, 1972.

My Commission expires March 30, 1972.

*Kathleen Costine*

Kathleen Costine  
 Notary Public, State of New York  
 No. 31-5832352-New York  
 Qualified in New York County  
 Certificate filed in New York County  
 Commission expires March 30, 1972

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IN WITNESS WHEREOF, I have hereunto set my hand and official  
notarial seal, this 13th day of January, 1972.

My Commission expires March 30, 1972.

*Kathleen Costine*

Kathleen Costine  
Notary Public, State of New York  
No. 31-5832352-New York  
Qualified in New York County  
Certificate filed in New York County  
Commission expires March 30, 1972

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AFFIDAVIT MADE PURSUANT TO SECTION 35.03  
VERNON'S BUSINESS AND COMMERCE CODE  
OF THE STATE OF TEXAS

STATE OF TEXAS      {  
                             { ss.:  
COUNTY OF EL PASO    {

Before me, the undersigned authority, on this day personally appeared  
W. B. WARREN, affiant, who, being duly sworn on his oath says:

(1) that he is a Vice President of EL PASO NATURAL GAS  
COMPANY;

(2) that the above and foregoing Sixty-fifth Supplemental Indenture  
to which this affidavit is annexed is an indenture which by its terms subjects  
to the lien thereof property to be acquired by said Company subsequent to  
the execution by it of said Indenture; and

(3) that said EL PASO NATURAL GAS COMPANY, which executed  
the foregoing Sixty-fifth Supplemental Indenture, owns and operates in  
the State of Texas pipelines for the transportation or sale of natural gas to  
other pipeline companies, or to local distribution systems, or to municipal-  
ities, or to industrial consumers, and is one of the corporations referred to in  
Section 35.01, Vernon's Business and Commerce Code of the State of Texas.

WITNESS my hand and the seal of said EL PASO NATURAL GAS  
COMPANY, this 21st day of December, 1971.

*W. B. Warren*  
Vice President of El Paso  
Natural Gas Company

Subscribed and sworn to before me by said W. B. WARREN, this  
21st day of December, 1971, to certify which witness my hand and seal of  
office.

*Jean M. Campbell*  
Jean M. Campbell  
Notary Public in and for El Paso County, Texas  
My Commission Expires June 1, 1973

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
Davies, Biggs, Strayer, Stoel and Boley  
on this 26 day of January A. D., 19 72  
at 10:11 o'clock A. M. and duly  
recorded in Vol. M72 of Mortgages  
Page 1008

WM. D. MILNE, County Clerk  
By *Cynthia A. Milne*  
Fee \$30.00 Deputy.