

plemental Indentures, modified in certain respects the Original Mortgage (the Original Mortgage as so supplemented and modified being hereinafter sometimes called the Mortgage); and

WHEREAS, there have heretofore been issued under the Original Mortgage as from time to time supplemented and modified, and there are outstanding on the effective date hereof, First Mortgage Pipe Line Bonds of thirteen several series; and

WHEREAS, all consents of holders of bonds, required by the terms of the Original Mortgage, as supplemented and modified from time to time, to the modifications of the Original Mortgage and/or earlier Supplemental Indentures effected by certain of the above-mentioned Supplemental Indentures, have been duly obtained in writing, as provided in Article Twelve of the Original Mortgage as supplemented and modified from time to time; and

WHEREAS, the Company and the Trustees desire to have the terms of the Mortgage restated and evidenced by a single instrument which may be recorded and/or filed and/or indexed where the Original Mortgage and/or any of said Supplemental Indentures have been or hereafter may be recorded and/or filed and/or indexed; and

WHEREAS, also, the Company from time to time acquires additional properties situated in additional states, counties or recording jurisdictions in which the Original Mortgage and/or the above mentioned Supplemental Indentures have not been recorded as a real estate mortgage and/or filed and/or indexed as a chattel mortgage, and does not have available sufficient counterparts of the Original Mortgage and of certain of said Supplemental Indentures to provide for convenient and prompt recording and/or filing and/or indexing in such additional counties or jurisdictions, and desires to have a single instrument evidencing the terms of the Mortgage which will be legally sufficient and effective for all purposes including recording, filing or indexing in such additional counties and jurisdictions; and

WHEREAS, the Mortgage provides that, without the necessity of obtaining the consent of the holders of any of the bonds at the time