

WHEREAS, the Company desires to supplement and modify the Mortgage as may be necessary or appropriate in connection with the merger of Pacific into the Company as aforesaid, and to confirm and perfect the lien of the Mortgage, as supplemented and modified by this Thirty-first Supplemental Indenture, upon certain properties and contracts acquired by the Company upon the merger of Pacific into it as aforesaid; and, for the purposes aforesaid and for the purposes recited in the next preceding paragraph hereof, the Company desires to make, execute and deliver to the Trustees a supplemental indenture in the form hereof; and

WHEREAS, substantially simultaneously with the execution and delivery of this Thirty-first Supplemental Indenture, the Company and the Trustees are executing and delivering a Thirty-second Supplemental Indenture for the purpose of describing, and confirming and perfecting the lien of the Mortgage as supplemented and modified by this Thirty-first Supplemental Indenture upon, substantially all of the pipe lines, plants and other properties and facilities for the production, gathering, processing, transportation and supply of natural gas and related properties, contracts and rights acquired by the Company from Pacific upon the merger of Pacific into the Company as aforesaid, and said Thirty-second Supplemental Indenture is to be recorded and filed or indexed in all places in which the Pacific Mortgage is now recorded and filed or indexed except counties in which there are no properties being acquired by the Company from Pacific as aforesaid; and

WHEREAS, the holders of not less than two-thirds in principal amount of each series of the bonds outstanding under the Mortgage on the effective date hereof have consented in writing to the execution and delivery of this Thirty-first Supplemental Indenture and the modifications of the Mortgage effected hereby, and the execution, acknowledgment and delivery of this Thirty-first Supplemental Indenture have been duly authorized by the Company; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Thirty-first Supplemental Indenture and duly and legally to effect the modifications of the