

covenants and agrees that all of the covenants and provisions contained in the Mortgage as supplemented and modified by this Thirty-first Supplemental Indenture, relating to the properties thereby mortgaged, pledged, conveyed or assigned, or intended so to be, shall so far as applicable apply to the properties referred to or described in the Granting Clauses of this Thirty-first Supplemental Indenture and hereby mortgaged, pledged, conveyed or assigned or intended so to be.

SECTION 3. All recitations or recitals contained in this Thirty-first Supplemental Indenture, save only the recitals 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 Thirty-first Supplemental Indenture.

SECTION 4. In order to facilitate the recording and filing of this Thirty-first 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 5. El Paso Natural Gas Company hereby acknowledges the receipt by it of an executed counterpart of this Thirty-first Supplemental Indenture, and the Trustees hereby acknowledge the receipt by them of an executed counterpart of this Thirty-first Supplemental Indenture, subject to the provisions of Section 6 below respecting delivery hereof.

SECTION 6. This Thirty-first Supplemental Indenture is being executed, for convenience, by the parties hereto on the dates indicated in the acknowledgments set forth at the end hereof, but will be delivered and become effective only on and as of December 31, 1959, at the time of delivery, such date having been fixed as the delivery date hereof by all parties hereto.