2

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, 5⅞% 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