

said President and Directors of the Manhattan Company which continued under the name and style of The Chase Manhattan Bank; and by virtue of said merger The Chase Manhattan Bank has become successor to The Chase National Bank of the City of New York, as Trustee under the Indenture, and has become vested with all of the title to the mortgaged property and trust estate, and with the trusts, powers, discretions, immunities, privileges and all other matters as were vested in said The Chase National Bank of the City of New York under the Indenture, with like effect as if originally named as Trustee therein; and said Arthur F. Henning has duly succeeded to Carl E. Buckley as Individual Trustee under the Indenture in accordance with the terms of the Indenture; and

WHEREAS, a Fourth Supplemental Indenture, dated April 1, 1956 (hereinafter referred to as the "Fourth Supplemental Indenture"), a Fifth Supplemental Indenture, dated April 1, 1957 (hereinafter referred to as the "Fifth Supplemental Indenture"), a Sixth Supplemental Indenture, dated May 15, 1958 (hereinafter referred to as the "Sixth Supplemental Indenture") and a Seventh Supplemental Indenture, dated January 15, 1959 (hereinafter referred to as the "Seventh Supplemental Indenture") further supplementing and modifying the Original Indenture have heretofore been executed and delivered between the Company and said The Chase Manhattan Bank and Arthur F. Henning (the Original Indenture, as so supplemented and modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Indentures being herein sometimes referred to as the "Indenture"); and

WHEREAS, there have heretofore been issued under the Indenture \$143,000,000 principal amount of First Mortgage Pipe Line Bonds, 3 $\frac{5}{8}$ % Series due 1968, \$32,000,000 principal amount of First Mortgage Pipe Line Bonds, 3 $\frac{1}{4}$ % Series due 1970 and \$20,000,000 principal amount of First Mortgage Pipe Line Bonds, 4% Series due 1971, all of which have heretofore been paid and retired, and there have heretofore been issued under the Indenture \$169,446,000 principal amount of First Mortgage Pipe Line Bonds, 3 $\frac{3}{4}$ % Series due 1975

(hereinafter sometimes called the "Bonds of the 1975 Series") of which \$146,546,000 principal amount is now outstanding, \$40,000,000 principal amount of First Mortgage Pipe Line Bonds, 3 $\frac{7}{8}$ % Series due 1976 (hereinafter sometimes called the "Bonds of the 1976 Series") of which \$36,600,000 principal amount is now outstanding, \$50,000,000 principal amount of First Mortgage Pipe Line Bonds, 5% Series due 1977 (hereinafter sometimes called the "Bonds of the 1977 Series"), all of which are now outstanding, \$25,000,000 principal amount of First Mortgage Pipe Line Bonds, 4 $\frac{5}{8}$ % Series due 1978 (hereinafter sometimes called the "Bonds of the 1978 Series"), all of which are now outstanding; and \$35,000,000 principal amount of First Mortgage Pipe Line Bonds, 5% Series due 1979 (hereinafter sometimes called the "Bonds of the 1979 Series"), all of which are now outstanding; and

WHEREAS, the Company has determined to create a new series of Bonds to be issued under the Indenture, as supplemented by this Eighth Supplemental Indenture, which Bonds are to be designated First Mortgage Pipe Line Bonds, 5 $\frac{1}{8}$ % Series due 1980 (hereinafter sometimes called the "Bonds of the 1980 Series"), and are to be limited to an aggregate principal amount of \$20,000,000, and the Company desires to establish and set forth the form and terms of the Bonds of the 1980 Series and to supplement the provisions of the Indenture in certain respects, and to convey and mortgage, and confirm the conveyance and mortgaging, under the Indenture and hereunder, of certain properties acquired by the Company after the execution of the Original Indenture and not specifically described in the First, Second, Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture, and to that end the Company desires to make, execute and deliver to the Trustees an Eighth Supplemental Indenture, supplemental to the Indenture, in the form hereof for the purposes herein provided, as authorized and permitted by Article 15 of the Original Indenture; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Eighth Supplemental Indenture and to make the Indenture, as supplemented by