

SUBJECT, HOWEVER, to the exceptions and reservations and matters herein recited, to liens upon rights-of-way for pipe line purposes as defined in Article 1 of the Indenture, and to other permitted liens and to construction liens as defined in Article 1 of the Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein and in the Indenture set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued under the Indenture, as hereby supplemented and hereafter supplemented and modified, or any of them, without preference of any of the Bonds and coupons of any particular series over any other Bond or coupon of such series or over any Bond or coupon of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as herein or in the Indenture otherwise provided.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid, or shall make provision in the manner provided in Article 17 of the Original Indenture for payment, unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and coupons and in the Indenture and in this Sixth Supplemental Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Sixth Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied subject to the Indenture as supplemented by this Sixth Supplemental Indenture and to the further covenants, condi-

748 PAGE 332
BOKA

tions, uses and trusts hereinafter set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in said trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE 1.

Amendments to the Indenture.

SECTION 1. Article 1 of the Indenture is amended as follows:

(a) At the end of the definition of "*Bonds*" a new paragraph is added reading as follows:

"The term '*Bonds of the 1978 Series*' shall mean the First Mortgage Pipe Line Bonds, 4½% Series due 1978."

(b) After the definition of "*6% Notes*" a new definition is inserted reading as follows:

"*Sixth Supplemental Indenture*:"

"The term '*Sixth Supplemental Indenture*' shall mean the Sixth Supplemental Indenture dated May 15, 1958 between the Company and the Trustees, supplemental to this Indenture."

SECTION 2. The Indenture is amended by deleting the words "or of the 1977 Series" and inserting in place thereof the words " , the 1977 Series or the 1978 Series" in each of the following places:

(a) In the portion of §3.03(b) preceding subdivision (1) thereof.

(b) In subdivision (a) (4) of §3.06.

(c) In the portion of §5.24 preceding subparagraph (A) and in the last paragraph of §5.24.

(d) In §5.27.