No such substitution shall constitute a payment under Clause (ii) of Paragraph (A) of this Section.

Section 84. So long as any of the Bonds of Series A shall be outstanding, the Company will not assign or transfer as security or create, assume or suffer to exist any mortgage, pledge or other lien or charge upon any contract, or the interests of the Company under any contract, for the purchase or sale of gas to which the Company may at any time be a party.

So long as any of the Bonds of Series A shall be outstanding, the Company will not create, assume or suffer to exist any mortgage, pledge or other lien securing the payment of money upon any other Excepted Property, now owned or hereafter acquired by the Company, excepted mortgages, pledges or other liens of the following character:

A. Permitted Encumbrances.

B. Mortgages or other liens presently existing on property now owned by the Company.

C. Purchase money mortgages or purchase money liens on property hereafter acquired.

D. Mortgages or other liens on property hereafter acquired existing thereon at the time of acquisition, provided that each such mortgage or lien be restricted so as not to extend to any other property of the Company, and that the amount of the indebtedness thereby secured shall not be increased after such acquisition.

E. Renewals and replacements of the mortgages and liens referred to in the foregoing Paragraphs B, C and D for an amount not exceeding the principal amount of the obligations so renewed or replaced at the time of the renewal or replacement thereof.

F. Pledges or deposits to secure payment of workmen's compensation, good faith deposits in connection with tenders, contracts (other than contracts for the payment of money) or leases, deposits to secure public or statutory obligations, deposits to secure surety or appeal bonds, and pledges or deposits for similar purposes in the ordinary course of business.

Section 85. The Company will not be a party to any modification or charge or termination of any contract at any time made by the Company for the purchase of gas from or the sale of gas to any Related Company of the Company (other than changes of a purely administrative nature not affecting the price at which any gas is to be purchased or sold or the quantity of gas to be received or delivered under any such contract or the term of any such contract) unless the New York Trustee shall consent thereto. The New York Trustee shall give such consent upon the receipt by and deposit with it of the following:

A. A RESOLUTION OF THE BOARD requesting such consent.

B. A CERTIFICATE OF THE COMPANY describing the contract which the Company desires to change, modify or terminate and the nature of the change or modification desired and stating in substance either

(1) that such change, modification or termination has been required by an order of a Federal, State or other governmental regulatory body, therein designated, having jurisdiction in the premises (and in such case there shall also be delivered to the New York Trustee a copy of the order or other instrument requiring or approving such change, modification or termination); or

(2) that such change, modification or termination is, in the opinion of the signers, desirable, advantageous and for the best interests of the Company in the conduct of its own business and for the value and efficiency generally of its properties and is desirable in the interests of the Bondholders, and stating also that such change, modification or termination has been or will be effected in compliance with the requirements of any regulatory statute applicable to such action.

C. AN OPINION OF COUNSEL stating either (1) that the order of the Federal, State or other governmental regulatory body requiring or approving such change, modification, cancellation or termination is a valid order of such body; or (2) that the requirements of any regulatory statute applicable to such change, modification or termination have been complied with or that there is no regulatory statute applicable to such action.

D. A CERTIFICATE, signed by an Independent Engineer selected by the New York Trustee and approved by a Resolution of the Board, stating, with respect to any such change, modification or termination certified pursuant to Clause (2) of Paragraph B of this Section, that such change, modification or termination is, in the opinion of the signer, desirable, advantageous and for the best interests of the Company in the conduct of its own business and for the value and efficiency generally of its property and is desirable in the interests of the Bondholders.

Section 86. The Company covenants that, so long as any Bonds of Series A shall remain outstanding hereunder, it will not redeem or purchase or otherwise retire prior to the maturity thereof any Bond of any series other than Series A (except through the application of Trust Moneys pursuant to Section 58 or except through the operation of any sinking fund which may hereafter be established in accordance with the provisions of Section 6 for the periodic retirement, as required by Section 6, of Bonds of any series other than Series A).

Section 87. The Company covenants that as provided in the "Trust Indenture Act of 1939", or as may be provided in the rules, regulations or orders of any regulatory body having jurisdiction pursuant to said Act, it will file with the New York Trustee, and with such regulatory body, or with such of them as may be provided in said Act or by such rules, regulations or orders, such information, documents and reports as may be prescribed in said Act or in such rules, regulations or orders and such additional information with respect to the performance by the Company of its obligations under this Indenture as may be prescribed in said Act or in such rules, regulations or orders with respect to indentures qualified under the Trust Indenture Act of 1939; and, in that event, the Company will transmit to the holders of the Bonds secured by this Indenture in the manner and to the extent provided in said Act or in such rules, regulations or orders, such summaries of any information, documents and reports as may be required by said Act or by such rules, regulations or orders with respect to indentures qualified under the Trust Indenture Act of 1939.

The Company covenants that, as long as any of the Bonds issued under this Indenture shall remain outstanding, it will, to the extent permitted by law, on or before January 15 and July 15 of each year, beginning with the year 1940, deliver to the New York Trustee such information as may have come into the possession of the Company or any paying agent (as such) for the Bonds during the six months' period ended on the preceding December 31 or June 30, as the case may be, with respect to the names and addresses of the holders of the Bonds then outstanding. The New York Trustee shall keep on file the information so received by it in as current a form as is reasonably practicable and in case three or more holders of Bonds outstanding hereunder (hereinafter referred to as "Applicant Bondholders") state in writing to the New York Trustee that such Applicant Bondholders desire to communicate with other holders of Bonds outstanding hereunder with respect to their rights under this Indenture or under the Bonds, and furnish reasonable proof to the New York Trustee that the respective Applicant Bondholders have each owned one or more Bonds for a period of at lease six months prior thereto, the New York Trustee shall, at its election either

(1) afford access, to the extent permitted by law, to such information as it appears from the latest list furnished by the Company with respect to the names and addresses of the holders of Bonds outstanding hereunder; or

(2) make its services available, to the extent permitted by law, for mailing to holders of Bonds outstanding hereunder any form of proxy or other communication with respect to their said rights, subject to the conditions and in the manner specified in Clauses (a) and (b) below:

(a) At the written request of the Applicant Bondholders the New York Trustee shall promptly furnish a statement of the approximate number of holders of Bonds outstanding hereunder, according to the latest information furnished to it by the Company and kept on file by it as aforesaid,