

dispositions of Production Property not subject or required to be subjected to the lien of this Indenture and with respect to all cash or other property received as consideration therefor, and that until reinvested by the Company as aforesaid, all cash proceeds of any such sale, exchange or other disposition shall be segregated in a separate fund which shall not be used by the Company for any purpose except as permitted by this Section. The Company further covenants that on or before April 1 of each year commencing with the year 1940 it will file with the New York Trustee a CERTIFICATE OF THE COMPANY setting forth (a) a schedule of all such Production Property so disposed of during the immediately preceding calendar year (or in the case of the first such Certificate, between December 1, 1938 and January 1, 1940) and stating the nature and amount of the proceeds of each such disposition, and (b) a schedule of the Property Additions or Production Property acquired by the Company during the period covered by such Certificate through the use of the proceeds of any previous disposition of Production Property as aforesaid, and stating with respect to each such acquisition the amount of such proceeds so expended by the Company.

Section 85. The Company will not be a party to any modification or change 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 Affiliate 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.