

tion shall be deemed to have assumed said covenant modified as to dates as aforesaid.

"The Company will not permit any of its Subsidiaries to purchase any shares of common stock of the Company from any person other than the Company."

§38. Section 84 of the Original Indenture is hereby deleted, and the following Section 84 is substituted therefor:

"SECTION 84. So long as any of the Bonds of 1965 Series 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 (other than Permitted Encumbrances) upon any contract, or the interest 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 1965 Series shall be outstanding, the Company will not create, assume or suffer to exist any mortgage, pledge or other lien upon any Gas Production Property, now owned or hereafter acquired by the Company, except mortgages, pledges or other liens of the following character:

A. Liens of a character embraced within the definition of Permitted Encumbrances which, as to liens of the character described in *Clause (4) of Paragraph F of Section 24*, may exist not only upon the property described in said clause but also upon gas leases, oil and gas leases, gas mineral rights and interests and royalties in such leases and mineral rights.

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

C. 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.