

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

E. Charges upon the production from gas or oil leases or from real property acquired for the purpose of producing gas or oil, for the payment of all or part of the purchase price thereof or the cost of development thereof for operation.

unless the Bonds shall be secured equally and ratably with the securities to be secured by such mortgage, pledge or lien; *provided, however*, that the Company may (without any restriction) mortgage or pledge any Oil Production Property or create, assume or suffer to exist any mortgage, pledge or other lien upon any other Excepted Property."

§39. Section 85 of the Original Indenture is hereby deleted, and the following Section 85 is substituted therefor:

"SECTION 85. So long as any of the Bonds of 1965 Series shall be outstanding, the Company will not be a party to any modification, 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, if such modification will in the opinion of the Company adversely affect the operations of the Company, unless the New York Trustee shall consent thereto; *provided, however*, that if any Federal, State or other governmental body having jurisdiction shall require the Company to make any modification, change or termination of any such contract, the Company may make any such change, modification or termination without application to or consent of the New York Trustee."

§40. Section 86 of the Original Indenture is hereby deleted.