

## ARTICLE XVIII.

## ADDITIONAL PROVISIONS.

§77. The Company hereby does and will forever warrant and defend the title to the property described in this Supplemental Indenture against the claims and demands of all persons whomsoever. At the time of the enrolling and delivery of this Supplemental Indenture, the Company is well seized and possessed of the real property described in this Supplemental Indenture, subject to no mortgage, lien, charge or encumbrance, except as hereinabove recited, and has full power and lawful authority to grant, bargain, sell, convey, assign and mortgage the said property in the manner and form aforesaid. The Company lawfully owns and is possessed of the personal property described in this Supplemental Indenture, subject to no mortgage, pledge, lien, charge or encumbrance, and has full power and lawful authority to mortgage, assign and transfer said personal property in the manner and form aforesaid.

§78. A. The Company covenants and agrees that so long as any Bonds of 1965 Series shall be outstanding, it will not sell or dispose of any of its Gas Production Property for a consideration less than its recorded cost after deducting accrued depletion and depreciation in respect of the Gas Production Property so sold or disposed of, *provided, however*, that the Company may, at any time at its option, abandon or surrender any of its Gas Production Property as provided in *Paragraph B* of this Section. Subject to the provisions of this *Paragraph A* of this Section, the Company may, however, at any time at its option, sell or dispose of any of its Gas Production Property for a consideration substantially less than the then current market value of the Gas Production Property then being sold or disposed of. The Company further covenants and agrees that so long as any Bonds of 1965 Series shall be outstanding, it will, upon or prior to the sale or disposal of any of its Gas Production