

may be made without consideration in the case of any gas and/or oil lease or interest therein, included in the Excepted Property, which the Company may abandon or surrender if deemed by the officers of the Company to be no longer advantageous or necessary for the carrying on of the Company's business and of no value to the Company; provided that any such surrenders of any such leases or interests therein shall be made only to the grantors or their successors in ownership of surface rights.

§79. In accordance with the provisions of *Paragraph II of Section 138* of the Original Indenture, it is hereby expressly stated that the changes, alterations, modifications, variations and eliminations of the terms, provisions, resolutions or conditions of the Original Indenture, made in this Supplemental Indenture, have become effective forthwith, there being no Bonds outstanding of any series authenticated and delivered prior to the execution of this Supplemental Indenture.

§80. Except as modified by this Supplemental Indenture, all covenants, terms and provisions of the Original Indenture shall continue in full force and effect.

§81. The Trustees hereby accept the trusts hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals of fact contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in *Article Fourteen* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof