

ARTICLE VIII.  
CONCERNING PLEDGED SECURITIES.

COMPARED

SECTION 1. The Trustee shall be entitled to assume that any interest received by it on any security, claim or indebtedness, or any dividend received on any share of Stock, is paid out of earnings which the Company or the proper Subsidiary Company is entitled to receive, unless it is notified in writing to the contrary by holders of ten per cent. of the Bonds of Series "A" or of ten per cent. of the Bonds of Series B and in the absence of any such written notification it shall be conclusively presumed, as between the Trustee and the bondholders, that the Trustee in making any payments thereof to the Company acted in good faith.

ARTICLE IX  
POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Such of the provisions, restrictions and limitation contained in Sections 1 and 2 of Article IX of the Original Indenture as are expressly stated to be effective so long as any of the Bonds of Series "A" are outstanding shall also be effective as long as any Bonds of Series B are outstanding.

SECTION 2. (a). The Company and/or all Subsidiary Companies may, at any time, sell or otherwise dispose of, and the Trustee shall release, or consent to the release of, all the Natural Gas Properties (as defined in Section 3 of Article IX of the Original Indenture) as a unit from the lien hereof and of the Original Indenture, upon the written request of the Company; but, so long as any Bonds of Series B are outstanding, only upon the retirement of Bonds of any series issued under the Original Indenture of an aggregate principal amount determined as follows:

Seventeen million five hundred thousand dollars (\$17,500,000) principal amount of Bonds *plus principal amount of Bonds* equal to

- (1) The principal amount of all Residue Bonds (as such term is defined in the Original Indenture) which shall have been theretofore issued on account of Natural Gas Properties or extensions, improvements or additions thereto; and
- (2) The amount by which the Depletion and Depreciation <sup>and</sup> provided in Articles VII hereof and of the Original Indenture has been satisfied by expenditures in Natural Gas Properties or extensions, improvements or additions thereto in excess of thirty-five per cent (35%) of all expenditures made pursuant to Clause A of Section 1 of Articles VI hereof and of the Original Indenture; provided that, at the time of the request for such release under this Section, the Company has not made expenditures equal to the amount of such excess in properties other than Natural Gas Properties of the kind described in Article VII of the Original Indenture, for which no Bonds shall have been issued; but if the Company has made such expenditures equal to the amount of such excess thereafter such expenditures to such amount shall be considered for all the purposes of the Original Indenture and this Supplemental Indenture as having been made to satisfy the requirements of Articles VII hereof and of the Original Indenture in lieu of the expenditures in Natural Gas Properties of the same amount, and the Company shall at the time of the request for the release under this Section furnish to the Trustee a statement of the nature specified in Paragraph A of Section 2 of Article VI of the Original Indenture with reference to such expenditures, together with the instruments and opinion specified in Paragraph B of said Section; and
- (3) An amount equal to the aggregate value of property other than Natural Gas Properties which has been released, sold or disposed of pursuant to Section 2 of Article IX of the Original Indenture, in exchange for Natural Gas Properties; and