

office in the City of New York, N.Y., open to the inspection of holders of at least One per cent. (1%) in principal amount of Bonds of Series C during reasonable business hours.

SECTION 12. In the event that in any year the Company shall fail to comply with the covenants contained in this Article VII the said failure shall not constitute an event of default under the Original Indenture or this Supplemental Indenture, but until such failure shall have been made good in succeeding years, the Company agrees:

A. That it will pay no cash dividends upon its Common Stock from and after any such failure, until the same shall have been made good; and

B. That after any such failure shall have continued for two years, it will not pay any cash dividends upon its Eight Per Cent. Cumulative Preferred Stock until such failure shall have been made good.

SECTION 13. The Company agrees that it will not purchase any Bonds for the Depletion and Depreciation Fund held in its Treasury or in the Treasury of any of the Subsidiary Companies, except such Bonds as may have been previously marketed and bought in by it or them.

In the drawing of Bonds by lot to be redeemed for the account of the Depletion and Depreciation Fund, there shall be excluded from the Bonds subject to drawing any Bonds so held (without previous marketing) in the Company's Treasury or in the Treasury of the Subsidiary Companies.

ARTICLE VIII.

CONCERNING PLEDGED SECURITIES.

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 or of ten per cent. of the Bonds of Series C 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 limitations 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 C 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 C 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 a 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 Fund provided in Articles VII hereof and of the Original Indenture has been satisfied by expenditures in Natural Gas