

of the outstanding 3.75% Unsecured Notes by one or more of the methods specified in clauses (a) to (d), inclusive, of this §5.28, as the Company shall elect.

§5.29. The Company will (1) cause all executed counterparts which now are or hereafter may be in the possession of the Company of all contracts referred to in *Granting Clauses Second or Third* of the Indenture and any amendments or supplements to such contracts, to be clearly marked that they are mortgaged and pledged hereunder, (2) promptly give notice of such mortgage and pledge to all parties to such contracts, (3) keep its records and books of account in such manner as to give adequate notice to any person examining the same that such contracts are mortgaged and pledged hereunder, and (4) state that said contracts are mortgaged and pledged hereunder in an appropriate legend on or footnote to all its financial statements which it prepares and makes available to any other person.

§5.30. With the written consent of the holders of not less than 66⅔% in principal amount of the Bonds then outstanding, including not less than 66⅔% in principal amount of the Bonds of the 1975 Series then outstanding, any provision of this *Article 5*, except §5.01, §5.02 and §5.14, may be waived on behalf of the holders of all the Bonds, and any act or thing which the Company may do or omit to do in accordance with such consent shall not be deemed to constitute a violation of or a default under this Indenture. Any such written consent so given shall be binding upon all the holders of all Bonds then or at any time thereafter outstanding or held in the treasury of the Company.

§5.31. Prior to the Completion Date, the Company will not, at any one time, have made production expenditures (other than the acquisition cost of oil or gas leases or interests therein) in excess of the aggregate of \$500,000 upon production property to which the Company does not, at such time, have satisfactory title.

On or before May 1 of each year beginning with the year 1956 and ending with May 1 next preceding the Completion Date, the Company will furnish the Trustee an Officers' Certificate stating that, as at the preceding December 31, the Company had not made production expen-