

the total maximum quantity of gas which the Company shall then have a contract right to purchase annually, and the aggregate minimum quantity of gas to be sold or transported by the Company under gas sales and transportation contracts not subject to the lien of this Indenture (taken in order from the smallest contract upward) shall not at any time exceed 10% of the total minimum quantity of gas to be sold or transported by the Company annually under all the gas sales and transportation contracts then in effect. Nothing herein contained shall require the Company to deposit with the Trustee executed counterparts of any such contracts or leases or interests therein now or hereafter assigned to or pledged or mortgaged with the Trustee, unless requested to do so in writing by the Trustee or unless such deposit is necessary to the validity of such assignment, pledge or mortgage, if the Company deposits with the Trustee copies thereof, certified by the Secretary or an Assistant Secretary of the Company to be true and correct copies of the originals thereof. The Trustee shall be under no duty to ascertain whether any deposit of executed counterparts of any such contracts or leases or interests therein is necessary to the validity of the assignment, pledge or mortgage thereof.

(b) Unless an event of default shall have occurred and be continuing, the Company shall be entitled to collect and retain all sums due under, and to receive and dispose of all oil and gas deliverable under, any of the contracts and leases and interests therein subject to the lien hereof and to require and enforce the performance of any and all such contracts and leases and interests therein, without further consent of or action by the Trustees, or either of them, and the Trustees shall, if the Company shall so request in an Officers' Certificate filed with the Trustee, deliver to the Company suitable orders in favor of the Company or its nominee or nominees for the payment of all sums, delivery of all oil or gas and the performance of all acts and things under such contracts and leases and interests therein. Such orders shall be expressed to be revocable by the Trustee whenever an event of default shall have occurred and be continuing. Whenever an event of default shall have occurred and be continuing, the Trustees, or either of them, or any receiver or trustee in bankruptcy or other person who shall rightfully be in possession of the trust estate, may collect and retain