

all sums due under, receive and dispose of all oil or gas deliverable under, and require and enforce the performance of, any and all such contracts and leases and interests therein.

(c) So long as no event of default shall have occurred and be continuing, the Company shall have the right, on the conditions set forth in this *Subdivision (c)*, to modify, amend, extend, cancel or replace any gas purchase, sale or transportation contract or any gas products sale contract subject to the lien hereof; provided, however, that the Company shall forthwith assign to and pledge and mortgage with the Trustees its right, title and interest under any contract or contracts as so modified, amended or extended, and under any contract or contracts entered into in replacement of any such contract or contracts, and pay and deliver to the Trustee any money, and pledge and mortgage with the Trustees any property, received by the Company as consideration for such modification, amendment, extension, cancellation or replacement, to be held as part of the trust estate; and provided further that in the event of any material modification, amendment or extension, or in the event of any cancellation or replacement of any such contract, the Company will forthwith file with the Trustee an Officers' Certificate setting forth the substance of any such modification, amendment or extension, and either (A) stating that the action is required by a valid rule, regulation or order of a competent governmental or regulatory authority having jurisdiction in the premises, in which case such Certificate shall be accompanied by a certified copy of such rule, regulation or order and an Opinion of Counsel as to its validity and stating in substance that the action is required thereby, or (B) accompanied by an Engineer's Certificate, or if such action relates to a gas purchase contract or the gas sales contract between the Company and Colorado Interstate Gas Company referred to in *Granting Clause Second* hereof, an Independent Engineer's Certificate, stating that in the opinion of the signer the action is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds, and, in either case, an Opinion of Counsel and an Officers' Certificate stating that in the opinion of the signer all conditions precedent to the taking of such action provided for in this Indenture have been complied with.