

property on which any part of any plant or other facility then used or useful in the operation of the Company is located, or the Company's rights or interests under any contract or any other lease to which the Company is a party;

(3) whether or not any such modification, amendment or extension is deemed by the Company to be material;

(4) that the value of the trust estate will not be substantially impaired or diminished by such modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment; and

(5) that the Company is not in default, and that all conditions precedent provided for in this Indenture relating to such action have been complied with.

(B) In case of the termination, surrender, cancellation, abandonment or reassignment of any lease or interest therein relating to lands from which gas has theretofore been produced, an Engineer's Certificate, dated within ten days before the date of filing thereof, stating that the gas from the lands covered thereby and recoverable under such lease or interest therein has been exhausted or, in the opinion of the signers of such Engineer's Certificate, no longer can be produced in commercial quantities on an economically feasible basis.

(C) Appropriate instruments of conveyance, transfer or assignment of any leases or interests therein modified, amended or extended, or cash in an amount equal to any moneys paid to, or appropriate instruments of conveyance, transfer or assignment of any property received by, the Company as consideration for any such modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment.

(D) An Opinion of Counsel, dated within ten days before the date of filing thereof, to the effect that such action has been duly authorized and that all conditions precedent provided for in this Indenture relating to the proposed modification, amendment, extension, termination, surrender, cancellation, abandonment or reassignment have been complied with, that all requisite approvals and consents thereto of governmental authorities have been duly obtained or that such approvals and consents are of a routine nature and are in practice customarily granted in due course after the application therefor, that the Company has good title to any lease,