

fore been specifically pledged hereunder as in this Section provided, (b) a counterpart original or copy of each such contract, certified by the Secretary or an Assistant Secretary of the Company to be such counterpart original or a true copy, (c) evidence satisfactory to the Corporate Trustee that notice has been or will be duly given to each of the other parties to each such contract that all of such right, title and interest of the Company under, in and to such contract have been subjected to such lien, (d) if any such contract shall not be assignable to a trustee or as security, the written consent of each of the other parties to such contract to the assignment of the Company's right, title and interest under, in and to such contract to the Trustees hereunder, and (e) an opinion of counsel stating that all of the Company's right, title and interest under, in and to each such contract are subject to such lien.

SECTION 7.21. Simultaneously with the execution and delivery of the Fifth Supplemental Indenture hereto, the Company has filed with the Corporate Trustee a copy of the Company's FPC Gas Tariff which became effective October 1, 1949, including all the Company's rate schedules in effect covering the sale and delivery of natural gas subject to the jurisdiction of the Federal Power Commission and the general terms and conditions applicable to contracts for service under said rate schedules. The Company covenants and agrees that, within fifteen days after any change in said FPC Gas Tariff shall become effective or after any new rate schedule filed by it as a part of said Gas Tariff shall become effective, it will transmit to the Corporate Trustee, for substitution or incorporation in the Gas Tariff on file with said Trustee, copies of the new or changed sheets of said Gas Tariff reflecting such change or setting forth such new rate schedule. Nothing herein contained, however, shall be construed to obligate the Company to file with the Corporate Trustee a copy of any executed service agreement with any customer unless the Company is obligated to pledge such agreement hereunder as a Gas Sales Contract by virtue of the provisions of Granting Clause Fourth hereof.

SECTION 7.22. The Company may omit in any particular instance to comply with any covenant contained in Sections 7.06, 7.07, 7.08, 7.11,