

Thirty-ninth Supplemental Indenture, a valid and binding agreement and indenture of mortgage for the security of the bonds of the Company issued and to be issued thereunder have been complied with and/or have been done and performed;

Now, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.) lawful money of the United States of America by each of the parties hereto to each of the others in hand paid and other valuable considerations duly paid by the Company to the Trustees at or before the execution and delivery of these presents, the receipt of which consideration is hereby severally acknowledged, the Company, for itself and its successors and assigns, does hereby agree with the Trustees and their successors in said trusts, for the benefit of those who hold or shall hold said bonds or any of them, as follows:

#### ARTICLE ONE.

##### Modifications of the Mortgage.

SECTION 1. Granting Clause Third of the Mortgage is hereby modified to read as follows:

##### "CONTRACTS FOR THE PURCHASE OF GAS

"All the right, title and interest of the Company under, in and to (1) the contracts for the purchase of gas by the Company specifically assigned to and pledged with the Trustees prior to the execution and delivery of the Thirty-ninth Supplemental Indenture (other than those which at the date of the execution and delivery of the Thirty-ninth Supplemental Indenture have expired or have been replaced by other contracts or agreements as permitted by this Indenture); and (2) every other contract entered into by the Company before or after the date of execution and delivery of the Thirty-ninth Supplemental Indenture (other than contracts with a subsidiary) for the purchase of gas (other than casinghead gas) under which (a) the Company has or shall have a firm obligation to purchase, or the seller has or shall have a firm obligation to sell to the Company, three billion cubic feet of gas or more during any period of twelve consecutive calendar months or less, or (b) the Company has or shall have purchased three billion cubic feet of gas or more during any period of twelve consecutive calendar months, provided that in