

second sentence of the fourth paragraph of Section 1.09; and"; and

(d) by changing that portion of clause (5) of subdivision (c) of the second paragraph of said Section commencing with the words "that such gas leasehold estates are not terminable by reason of the bankruptcy, insolvency or receivership of any party" and ending with the words "will be subject to the rights of the other parties under such agreement;" to read as follows:

"that such gas leasehold estates are not terminable by the lessors by reason of the bankruptcy, insolvency or receivership of any party to the instrument or instruments by which they were created or by reason of the foreclosure of a mortgage thereon provided rentals under the instrument or instruments creating such gas leasehold estates are continued to be paid currently and the other obligations of the lessees under such instrument or instruments are continued to be performed currently and as required by the terms thereof; if such gas leasehold estates include the Company's interest under any operating agreement or unitization or communitization agreement, that, inasmuch as a well or wells producing or capable of producing natural gas in commercial quantities has or have been completed upon the acreage covered thereby, no assignment or transfer of the interest of any party to such agreement (whether voluntary or by operation of law or whether as security or otherwise) and no bankruptcy, insolvency or receivership of any such party will terminate such agreement or give any assignee, trustee in bankruptcy or receiver or other person the right to withdraw from such agreement the gas leasehold estates or acreage covered thereby subjected to such agreement by such party or otherwise destroy, terminate or forfeit any rights or interests under such agreement which are mortgaged or pledged hereunder, and that any assignment or transfer made or lien or encumbrance created by any party in respect of such agreement or the property subjected thereto will be subject to the rights and interest of the Company under such agreement mortgaged or pledged hereunder;" and

(e) by changing the words "the value in his opinion of the gas reserves attributable to the Company's gas leasehold estates covering such proven gas acreage as of the determination date set forth in said certificate of the Company and the value in his opinion of all gas, if any, withdrawn from the gas reserves