

of the Subsidiary companies.

SECTION 4. The company or any Subsidiary company may, from time to time, without the consent of the Trustee, assign or transfer any oil and/or gas leases or interests in such leases for the purpose of inducing the drilling of test wells in territory not fully proved, provided such assignments or transfers are in accordance with the usual practice in the oil business; and provided, further, that the aggregate value of all such property so assigned or transferred at the time of such assignment or transfer shall not in any given six months exceed in value \$100,000.00.

SECTION 5. Should any of the mortgaged property be taken by exercise of the power of eminent domain or should any governmental body, at any time, exercise any right which it may have to purchase any part of the mortgaged property, the Trustee shall release the property so taken or purchased, and shall be fully protected in doing so upon being furnished with an opinion of counsel (who may be of counsel to the company) selected by the company and approved by the Trustee, to the effect that such property has been taken by exercise of the power of eminent domain, or purchased by a governmental body in the exercise of a right which it had to purchase the same. The proceeds of all property so taken or purchased shall be paid over to the Trustee, to be applied in the manner set forth in Article X hereof.

SECTION 6. In case the property of the Company or any Subsidiary company or that portion thereof which it is desired to have released shall be in the possession of a receiver, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of property covered hereby may be exercised by such receiver, and in such case the receiver may make the certificate provided for in Clause II of section 2 of this Article, instead of an officer of the Company, and the resolution of the Board of Directors of the Company may be dispensed with; and if the Trustee shall be in possession of such property under any provision of this Indenture, then such powers may be exercised by the Trustee in its discretion; and in such case the resolution and certificate may be dispensed with.

No purchaser in good faith of property purporting to be released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority and shall be fully protected in relying upon such release.

SECTION 7. In the ordinary course of business the Company and every Subsidiary company, shall have full power

(a) From time to time to make any changes in the location of any portion of their machinery, apparatus or other plants, as in the judgment of the company owning the same shall have become expedient.

(b) From time to time, either with or without the consent of the Trustee, to make such modifications, extensions, releases, surrenders, or renewals of any gas, oil or other leases, or rights of way, which may from time to time be or become subject to this Indenture, as in the judgment of the officers of the company owning the same are necessary or expedient for the carrying on of said company's business, provided such releases or surrenders of leases shall be made only to the lessors or their successors in ownership of surface rights, and the Trustee, however, shall, from time to time, and without further inquiry, in the event that any such release shall at any time be requested by the President, a Vice-President, manager, Secretary or Assistant Secretary of the Company, release from the lien and operation of this Indenture any leases which may at any time become subject to the lien hereof, upon a certificate being furnished, signed by