

the President or a Vice President, or general manager, and by the Secretary or an Assistant Secretary of the Company, to the effect that such company has released, surrendered, or abandoned, or is about to release, surrender, or abandon, said leases, that such leases are in the opinion of the signers without value, and that such release, surrender, or abandonment will not substantially impair the security hereof.

(c) From time to time, either with or without the consent of the Trustee, to permit Farm Mortgages to be placed upon the lands which are covered by oil and/or gas leases owned by the Company or any of the Subsidiary Companies, where such Farm Mortgages are either (1) renewals or substitutions for Farm mortgages which were in existence as liens on said lands at the date of this indenture, or at the date of the acquisition of such leases, whichever is later, or (2) are given to secure a debt not in excess of the value of such lands for agricultural purposes solely, without taking into consideration the value of the oil or gas rights in respect of said lands; and the Company and any of the Subsidiary Companies may, for that purpose, execute and deliver such waivers, releases, subordination agreements or other documents suitable to permit such Farm Mortgages to be or become liens prior and superior to the oil and/or gas lease or leases owned by the Company or any of the Subsidiary Companies respectively. Any the Trustee shall, from time to time, and without further inquiry, join with the Company or any of the Subsidiary Companies in the execution and delivery of any of such waivers, releases, subordination agreements or other documents aforesaid, in the event that such action shall at any time be requested by the President, a Vice-President, Manager, Secretary or an Assistant Secretary of the Company upon a certificate being furnished signed by the President or a Vice-President, or manager or Secretary or an Assistant Secretary of the Company, to the effect that either (1) the new Farm Mortgage is a renewal or a substitute for a Farm Mortgage which was in existence as a lien on the lands at the date of this indenture, or at the date of the acquisition of such leases, whichever is later, or (2) is given to secure a debt not in the opinion of the signer in excess of the value of such lands for agricultural purposes solely, without taking into consideration the value of the oil or gas rights in respect of said lands.

SECTION 8. Anything in this indenture to the contrary notwithstanding, it is hereby expressly provided that if the Company or Empire Refining Company shall desire to obtain the release of any of the property mortgaged or pledged hereunder, and such property so desired to be released is subject directly to the lien of the indentures of May 1, 1916, or of February 1, 1917, mentioned in the granting clauses hereof, then and in such case all the provisions of this indenture, in respect of the release of property, shall be deemed to be fully satisfied and complied with, if the terms and provisions of said indenture of May 1, 1916, or February 1, 1917, as the case may be, have been satisfied and complied with to the satisfaction of the trustee thereunder, and the trustee hereunder shall execute a release upon the request of the Company, upon being furnished with satisfactory evidence that either the trustee under the indenture of May 1, 1916, or the trustee under the indenture of February 1, 1917, has executed or is about to execute a release in respect of such property from the lien of such indenture and that such indenture is a lien prior hereto as to such property, provided, however, that such release has not been obtained by the substitution of stocks or other securities for the release of tangible property, and the trustee hereunder will be fully protected by an instrument from the trustees of either of said indentures as to the manner in and consideration for which such release was effected.