

executed and delivered, each as an original, shall constitute but one and the same instrument.

Whenever in this Indenture the term "outstanding" is used, as applied to Bonds authenticated hereunder, it shall be deemed to mean, so long as any Bonds of Series "A" are outstanding, all Bonds theretofore authenticated by the Trustee and not retired, and shall include Bonds authenticated by the Trustee and held unissued in the Company's treasury.

Whenever in this Indenture the words "Demand Notes", "Demand Bonds" or "Demand Mortgage Bonds" are used, they may include, so long as any Bonds of Series "A" are outstanding, bonds which by their terms are due and payable on or prior to May 1, 1937, and are also payable upon demand of the Trustee hereunder in the event that the Bonds of Series "A" are declared due and payable prior to May 1, 1937.

Any written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination or other similar act to be given, made or executed by the Company under any of the provisions hereof, shall, unless otherwise expressly provided herein, be deemed sufficiently given, made or executed if given, made or executed by a writing signed by the president or by a vice-president of the Company under the corporate seal of the Company, duly attested by its secretary or an assistant secretary. Any written demand, request, notice, certificate, appointment, approval, waiver, designation, direction, nomination, or other similar act to be given, made or executed by the Trustee under any of the provisions hereof shall be deemed sufficiently made and executed if made by a writing executed by the president or a vice-president of the Trustee, under the corporate seal of the Trustee, duly attested by its secretary or an assistant secretary. Wherever this Indenture makes provisions for the filing, delivery or giving of a notice, demand, or request to or upon the Company, it shall be sufficiently given and made if mailed in a securely enclosed postpaid envelope addressed "Empire Gas and Fuel Company, 60 Wall Street, New York, N.Y.", or to such other address as may have been filed with the Trustee by resolution of the Company.

Whenever in this Indenture the term "Farm Mortgage" is used, it shall be deemed to be a Mortgage which constitutes a lien upon lands covered by oil and/or gas leases owned by the Company or any Subsidiary Company where such Mortgage secures 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.

IN WITNESS WHEREOF, EMPIRE GAS AND FUEL COMPANY, party of the first part, EMPIRE REFINING COMPANY, EMPIRE GAS AND FUEL COMPANY, EMPIRE GAS AND PIPELINE COMPANY, EMPIRE GASOLINE COMPANY and EMPIRE PETROLEUM COMPANY, parties of the second part, have caused these presents to be signed in their respective corporate names by their respective Presidents or one of their respective Vice-President, and their respective corporate seals to be hereunto affixed and the same to be attested by the signatures of their respective Secretaries or one of their respective Assistant Secretaries, and the due execution of these presents to be acknowledged, and THE EQUITABLE TRUST COMPANY OF NEW YORK, the party of the third part, has, to signify its acceptance of the trust hereby created, caused these presents to be signed in its corporate name by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and the same to be attested by the signature of its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be acknowledged, as of the day and year first above written.