

other rights in respect thereof or such other lands or rights in respect thereof are subject to any mortgage or lien of record or are known or believed to be subject to any mortgage or lien not of record, in each instance specifying the amount ^{and character} of any indebtedness secured by such mortgage or lien, and that such mortgage or lien is permitted by the terms hereof; (2) the general character and location of the plants or equipment for refining or treating in any manner oil, gas or other hydrocarbons or products of any or all thereof or for the manufacturing products and/or by-products of any or all thereof or of the pipe lines (including trunk lines, gathering lines and field lines), pumping stations, pump houses, pumping machinery and equipment, telephone and telegraph lines and equipment, tanks, tank cars, tank vessels and other marine equipment or of the other storage, reservoir, warehouse, transmission, manufacturing, transportation, shipping, distributing or marketing facilities acquired or constructed or contracted to be acquired or constructed, in respect whereof such expenditures have been made or have been contracted to be made, and whether the same are subject to any mortgage or lien of record or are known or believed to be subject to any mortgage or lien not of record, in each instance specifying the amount and character of any indebtedness secured by such mortgage or lien, and that such mortgage or lien is permitted by the terms hereof; or (3) the general character and location of any betterments or improvements made or contracted to be made, in respect whereof such expenditures have been made or have been contracted to be made;

(c) stating the fair value (after deducting the amount of all liens thereon prior to the lien hereof) of the property acquired or to be acquired and/or the fair value of the betterments, improvements or additions made or to be made and/or the reasonable cost of the development work done or to be done; that the expenditures forming the subject of such certificate were not and/or will not be in excess of such fair value or reasonable cost, and that the aggregate of all liens on the property affected, prior in lien to this Indenture, is not in excess of seventy-five per cent. of the fair value (before deducting the amount of such prior liens) of such property, including such betterments, improvements or additions, if any, or after the completion of such development work;

(d) that none of such expenditures has been or will be included by the Company in operating expenses or cost of maintenance, and that none of such expenditures was or will be such as shall be properly chargeable to repair, maintenance or renewal account under rules and principles of accounting generally recognized by certified public accountants in the United States of America; and

(e) that no portion of the expenditures so certified has been included in any certificate previously furnished to the Trustee under this section or has been made or reimbursed out of moneys held subject to any provision of this Indenture;

(3) Unless previously made and given, all such indentures, mortgages, deeds, conveyances, transfers or instruments of further assurance or otherwise and such evidence of any filing or recordation thereof as may be necessary or appropriate for the purpose of effectually subjecting to the lien and operation of this Indenture any new properties so constructed or acquired by the Company, except as otherwise provided in the last paragraph of this sub-division (3), subject only to any prior liens permitted by the terms of this Indenture.

In cases of properties contracted to be constructed or acquired, an agreement, signed on behalf of the Company by its proper officers thereunto duly authorized by the Board of Directors or by the Executive Committee, that the Company will make and give all