

may be authenticated and delivered under the provisions of Section 3 of Article Two hereof, or (d) deposit with the Trustee cash in an amount at least equal thereto, such cash to be applied by the Trustee as provided in Section 7 of this Article with respect to the moneys in said Section referred to.

The Company may use and operate any tank cars at any time subject to the lien hereof in the ordinary course of business either within or without the United States of America. The company covenants and agrees, however that if, by reason of the removal of any such tank car or cars from jurisdictions or localities where this Indenture or an indenture supplemental hereto shall have been filed as a lien thereon, the lien hereof on such car or cars shall be lost, it will within thirty days (a) replace the same with similar property, acquired otherwise than with the proceeds of Bonds authenticated and delivered under Section 3 of Article Two hereof or with moneys held subject to any of the provisions hereof, of a fair value at least equal to that of the car or cars in respect of which the lien hereof shall be so lost, or (b) subject to the lien of this Indenture other property, acquired otherwise than with the proceeds of Bonds authenticated and delivered under Section 3 of Article Two hereof or with moneys held subject to any of the provisions hereof, of a fair value at least equal thereto and of a character for the acquisition whereof Bonds may be authenticated and delivered under the provisions of Section 3 of Article Two hereof, or (c) deposit with the Trustee cash in an amount at least equal thereto, such cash to be applied by the Trustee as provided in Section 7 of this article with respect to the moneys in said Section referred to.

Section 5. Unless an event of default as defined in Section 2 of Article Five hereof shall have occurred and shall be continuing, the Trustee shall release from the lien hereof any lands or leases of lands or any interests therein, which have been acquired for the purpose of producing therefrom oil, gas or other hydrocarbons and which have been conveyed by the Company to any person, firm, corporation or association who or which in consideration of such conveyance has theretofore contracted with the Company to drill a well or wells so located as to indicate the presence or absence of oil or gas on lands in which the Company owns an interest, but only upon receipt from the Company of evidence satisfactory to the Trustee (as to which it may accept as conclusive the certificate of the President or a Vice-President of the Company) that the lands or leases or interests therein so to be released have been so conveyed by the Company and upon receipt from the Company of any cash consideration and of any stocks, bonds, notes, debentures or other evidences of indebtedness, which may be received by it for the lands or leases or interest therein so to be released.

Section 6. Unless an event of default, as defined in Section 2 of Article Five hereof, shall have occurred and shall be continuing, but subject to the conditions and limitations hereinafter in this Article prescribed, the Company may sell or exchange and in that event the Trustee shall release from the lien of this Indenture all or any part of the trust estate, when in the judgment of the Board of Directors or of the Executive Committee of the Company it is for the best interests of the Company or of its stockholders to make such sale or exchange, and the judgment of the Board of Directors or of the Executive Committee, as the case may be, of the Company shall be conclusive in such cases.

Before the Trustee shall release the property so sold or exchanged there shall be delivered to it by the Company,