

thereafter cause to be signed and delivered to the Trustee for that purpose. All Bonds so issued shall in all respects have the same rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said Bonds had been actually issued by the Company as of the date of the execution hereof.

Section 3. In case the Company, pursuant to Section 1 of this Article, shall be consolidated with or merged into any other corporation, or shall sell, subject to this Indenture, all of its property as an entirety or substantially as an entirety as aforesaid, this Indenture shall continue to be lien upon all of the properties, rights and interests then covered hereby or by any indenture supplemental hereto theretofore executed by the Company, and shall be or become and be constituted, by supplemental indenture or otherwise as herein provided, a lien upon all improvements, additions or betterments thereto or appurtenant thereto or renewals or replacements thereof or substitutions therefor made by the successor corporation, and, to the same extent and upon the same terms and conditions as though such consolidation, merger or sale had not occurred, upon any and all other property thereafter acquired by such successor corporation and upon all improvements, additions or betterments, thereto or appurtenant thereto or renewals or replacements thereof or substitutions therefor. Nothing herein contained is intended, however, nor shall it be so construed as, (a) to subject to the lien hereof any property or assets held or owned at the time of any such consolidation, merger or sale by any other corporation with which the Company shall consolidate or into which it shall merge or to which it shall make such sale, or any property or assets to which such other corporation may then be entitled, or (b) to affect the provisions of Section 2, of this Article requiring any successor corporation to execute, record and/or file the indenture provided and required to be filed by the terms of such Section.

Section 4. For every purpose of this Indenture, including the execution, issue and use of any and all Bonds, the term The Company includes and means not only Sinclair Oil and Gas Company, but also any successor corporation which shall have complied with all the provisions of this Article. Every such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of Sinclair Oil and Gas Company in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board, committee or officer of the Company may be done and performed with like force and effect by the like board, committee or officer of any corporation that shall at the time be such lawful successor of the Company.

ARTICLE EIGHT

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, DIRECTORS AND OFFICERS.

No recourse shall be had for the payment of the principal of or the interest on any Bond or any part thereof or for any claim based thereon or for the indebtedness represented thereby or by the coupons appertaining thereto or otherwise in respect thereof or of this Indenture against any incorporator, stockholder, officer or director, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability being by the acceptance of any such Bond and as part of the consideration for the issue thereof expressly released.

ARTICLE NINE

BONDHOLDER'S ACTS, HOLDINGS AND APPARENT AUTHORITY

Any demand, request, notice, direction, consent, waiver, appointment, removal