

EMPIRE GAS AND PIPELINE COMPANY, a corporation organized and existing under the laws of the State of Maine, EMPIRE GASOLINE COMPANY, a corporation organized and existing under the laws of the State of Delaware, and EMPIRE PETROLEUM COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter collectively called the Subsidiary Mortgagor Companies), parties of the second part; and THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation organized and existing under the laws of the State of New York, as Trustee under the Mortgage and Indenture of Trust hereinafter mentioned (hereinafter called the Trustee), party of the third part;

COMPARED

WITNESSETH:

WHEREAS, the Company and the Subsidiary Mortgagor Companies have heretofore executed and delivered a Mortgage and Indenture of Trust (hereinafter referred to as the "Original Indenture"), dated as of May 1, 1922, to the Trustee, to secure an authorized issue of Bonds of the Company for an aggregate principal amount not in excess of \$150,000,000; and

WHEREAS, the Original Indenture provides that said Bonds shall be issuable in one or more series and makes provision therein for the issuance of an initial series of Bonds to be designated as the First and Refunding Convertible Fifteen Year 7½% Gold Bonds, Series "A", of the Company, for an aggregate principal amount not exceeding \$50,000,000 and further makes provision that in the event of the authorization of any subsequent series of such Bonds, the Company and the subsidiary Mortgagor Companies shall execute and deliver to the Trustee a Supplemental Indenture providing for the issuance of such series and that the Bonds of such subsequent series shall be in such form and shall contain such provisions, and the Supplemental Indenture providing for the issuance thereof shall contain such provisions as may be determined by the Board of Directors of the Company and as shall not be in conflict with any of the provisions of the Original Indenture; and

WHEREAS, under date of May 1, 1923, the parties hereto and to the Original Indenture have executed and delivered simultaneously herewith an indenture (hereinafter referred to as the "Series B supplemental indenture") supplemental to the Original Indenture, which makes provision for the issuance of a series of Bonds to be designated as the First and Refunding Convertible Three Year 7% Gold Bonds, Series B, of the Company for an aggregate principal amount not exceeding \$10,000,000; and

WHEREAS, the Company and the Subsidiary Mortgagor Companies, in the exercise of the powers and authority conferred upon and reserved to them under and by virtue of the provisions of the Original Indenture, and pursuant to the resolutions of their Boards of Directors, have duly resolved and determined to make, execute and deliver to the Trustee a Supplemental Indenture in the form hereof for the ^{Purpose herein} provided; and

WHEREAS, the conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument in accordance with its terms, have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Company and the Subsidiary Mortgagor Companies for themselves and their successors in consideration of the premises and of One Dollar, to each of them duly paid, by the parties at or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged, and of other good and valuable considerations, hereby jointly and severally covenant and agree to and with the Trustee and its successors in trust under the Original Indenture, as follows:

ARTICLE I.

FORM AND EXECUTION OF BONDS.

SECTION 1. A new series of Bonds to be issued under and secured by the Original