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and defining, within the limitations prescribed by said Section 4 of Article I of the Original Indenture, the rights and privileges of the holders of Bonds of Series D. So long as any Bonds of Series "A", Series B or Series C shall remain outstanding, the provisions contained in this Supplemental Indenture shall in no case, except with respect to Section 4 of this Article, be deemed to be in substitution of any of the provisions of the Original Indenture or the Series B or C supplemental indentures.

This Supplemental Indenture and the Original Indenture are to be read together and construed as one and the same instrument, and so long as any Bonds of Series "A" shall remain outstanding the provisions of the Original Indenture shall govern in case of any conflict between the provisions thereof and hereof, except in so far as modification of the provisions of the Original Indenture is permitted by Section 4 of Article I of the Original Indenture, and after the retirement of all the Bonds of Series "A" and of Series B and C the provisions hereof shall govern in case of any such conflict.

SECTION 6. In taking any action provided in this Supplemental Indenture to be taken by the Trustee, the Trustee shall be entitled to enjoy all the rights, privileges and immunities prescribed for the Trustee in and by the Original Indenture. Whenever the Trustee shall deem it necessary or proper to inform itself as to any action taken by the Bankers (as defined in the Original Indenture or the Series B or Series C supplemental indentures) or as to the deposit with or holding by the Bankers of any moneys or Bonds, the Trustee shall be entitled absolutely to rely upon the truth or accuracy of any fact or matter stated in a certificate signed in the name of Halsey, Stuart & Co., Inc., or its successor as Bankers, by its President or a Vice-President.

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-Presidents, 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.

EMPIRE GAS AND FUEL COMPANY,

by R. C. Russum

Vice-President.

Attest:

E. B. McWhiney

Assistant Secretary.

Signed, sealed, executed and delivered
by Empire Gas and Fuel Company in the
presence of

(Corp Seal)

James A. Root.

R. C. Oebiencher