FIFTH.

Also any and all property of any kind or description (including, but without limitation, contracts and excepted property) which may from time to time after the date of this Indenture by delivery or by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to the Trustees, or either of them by the Company, or by any person, copartnership or corporation, with the consent of the Company, or otherwise as expressly permitted by the terms of this Indenture and accepted by the Trustees, or either of them to be held as part of the mortgaged property; and the Trustees are, and each of them is, hereby authorized to accept and receive any such property and any such conveyance, mortgage, pledge, assignment and transfer, as and for additional security hereunder, and to hold and apply any and all such property subject to and in accordance with the terms and provisions upon which such conveyance, mortgage, pledge, assignment or transfer shall be made.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and, subject to the provisions of Article 8, tolls, rents, revenues, issues, earnings, incomes, products and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and every part and parcel thereof.

Expressly Excepting and Excluding, However, from this Indenture and from the lien and operation hereof the following described property of the Company, whether now owned or hereafter acquired (herein sometimes referred to as "excepted property"):

(1) all bills, notes and accounts receivable (other than bills, notes and accounts receivable, now or hereafter existing, hereby or hereafter expressly mortgaged, pledged or assigned hereunder or covenanted so to be), cash on hand or in bank (other than cash required by any provision of this Indenture to be deposited with the Trustee) and all contracts, judgments, demands and choses in action (other than contracts, judgments, demands and choses in action, now or hereafter existing, hereby or hereafter expressly mortgaged, pledged or assigned hereunder or covenanted so to be);

(2) all shares of stock and other certificates or evidences of interest therein and all bonds, notes or other evidences of indebtedness or certificates of interest therein and other securities now owned or hereafter acquired or possessed by the Company and not hereby or hereafter expressly mortgaged or pledged hereunder or covenanted so to be;

(3) all petroleum products in pipe lines or processing or treating plants and petroleum products placed in storage in any underground or other reservoir, container or place used for the storage of petroleum products, all gas resulting from or derived from the production or processing of natural gas or petroleum products, and all oil and casinghead gas and products thereof or derivatives therefrom;

(4) all oil wells, oil leases and oil mineral rights or interests therein, all oil rights in oil and gas leases, all royalties in or based upon the production of oil or casinghead gas from any leases or wells, and all contracts for the purchase or sale of oil or products thereof or derivatives therefrom;

(5) all motor cars, trucks, tractors, bulldozers and other automotive equipment and all boats, vessels and aircraft;

(6) all equipment and materials held for consumption in the operation of its business and all supplies acquired by the Company for use in the ordinary course and conduct of its business, and which equipment, materials and supplies are not installed and not intended to be installed as a part of the fixed property of the Company;

(7) all office equipment, furniture and fixtures; and

(8) Natural Gas and Oil Production Property.

Provided, however, that if, upon the occurrence of an event of default as in this Indenture defined, the Trustees or any receiver or trustee appointed hereunder shall enter upon and take possession of the trust estate, the Trustees or such receiver or trustee may, to the extent permitted by law, at the same time likewise take possession of any and all of the property hereinabove excepted and reserved from the lien and effect of this Indenture then on hand which is used or useful in connection with the business of the Company and use and administer the same, to the extent permitted by law, to the