

thereon; or in calling bonds for redemption in the manner and upon the notice herein provided for the calling of bonds for redemption by the Company, such redemption to be effected at the nearest interest payment day consistent with the giving of the notice herein provided. All bonds retired by call or purchased under the terms of this article shall forthwith be canceled by said Corporation Trustee and delivered to the Company, and shall not be reissued. The Company may obtain any moneys so deposited with the Trustees hereunder by delivering to the Trustees bonds secured hereby to a par amount equal to the amount of such moneys such bonds to be forthwith canceled by the Trustees. The word "sale" or any similar word wherever used in this section, shall also include any exchange or other disposition of property.

Section 3. In case the property covered by this indenture shall at any time be administered by a Receiver, the right herein reserved to the Company to obtain a release of any part of such property from the lien of this Indenture shall pass to and may be exercised by such Receiver, with the consent of the Company, in like manner and upon like terms and conditions, and with like restrictions as are herein provided with respect to a release of such property at the request of the Company. In any such case a written request to the Trustee by such Receiver and by the Company, authorized by an order of the court appointing such Receiver, shall fully authorize the Trustees to release such property.

Section 4. If at any time the Company shall as lessor make any lease of any real estate or interest therein owned by it in fee, or shall as lessee make an assignment of any leasehold estate hereinabove described, held by it as lessee, and shall afterwards furnish to the Trustees a certified copy of a resolution of the Company's Board of Directors, requesting that the leasehold interest created by such lease by the Company as lessor, or described in such assignment by the Company as lessee, be released from the lien of this Indenture and stating that the real estate so leased, or the leasehold interest so assigned is not in the judgment of said Board required for the proper carrying on of the Company's business, the Trustees shall thereupon execute and deliver an instrument releasing from the lien and effect of this Indenture such leasehold interest created by lease from the Company as lessor, or assigned by the Company as lessee, as aforesaid, as the case may be; and thereupon such leasehold interests shall be free from the lien and operation of this Indenture; but the reversion of any real estate so leased by the Company as lessor shall continue in all respects to be subject to the lien hereof.

Section 5. Until the occurrence of some one or more of the events of default hereinafter enumerated in Section 2 of Article IV hereof, the Trustees shall not, without the prior written consent of the Company, collect any of the notes of Midco Gasoline Company and/or Midco Transportation Company pledged hereunder, and it is further agreed that, whenever and as often as there shall have been paid by the Company or through the sinking fund, bonds in the Aggregate principal sum of \$160,000.00, in accordance with the terms and provisions hereof, the Trustees shall thereupon cancel and release from the lien hereof and deliver to the Company, such of said notes of said Midco Gasoline Company as shall correspond in amount and date of maturity to the bonds which may have been paid as aforesaid, and also such of said notes of Midco Transportation Company as shall correspond in date of maturity and represent one-fourth in amount of the bonds which may have been paid as aforesaid.

It is further agreed that, until the occurrence of some one or more of the events of default hereinafter enumerated in Section 2 of Article IV hereof, the Company shall have the option (provided the written consent of Midco Gasoline Company and/or Midco Transportation Company shall have been first obtained) to direct the Trustees to apply any and all funds that shall have been deposited with the Trustees by Midco Gasoline Company and/or Transportation Company, under the provisions of the respective Trust Deeds securing the notes of said Gasoline Company and/or Transportation Company pledged hereunder, to the same uses and purpose as the Company would be entitled to have the same applied, if such funds had been deposited by the Company itself, as provided in this Indenture.

Section 6. If at any time the Company shall pay or cause to be paid the principal and interest due upon all of the bonds secured hereby and then outstanding, or provide for such payment, as hereinabove provided, by depositing with the Corporate Trustee hereunder, for the payment and discharge of such bonds and coupons, the entire amount due thereon for principal and interest, together with an amount sufficient to pay all taxes or other governmental charges (except Federal income taxes in excess of two per cent, and except succession and inheritance taxes), which the Company or the Trustees may be required or permitted to pay thereon, or to deduct or retain therefrom, by reason of any present or future law of whatsoever jurisdiction, all as hereinabove provided in Section 2 of Article II hereof, and further if the Company shall well and truly keep and perform all its obligations under this Indenture, according to the true intent and meaning thereof then and in that case all property hereby conveyed, mortgaged or pledged, meaning the entire trust estate hereunder, shall revert to the Company, and the estate, right, title and interest of the Trustees therein, excepting always any moneys then on deposit with said Corporate Trustee and held by it for any of the purposes mentioned in this Indenture, shall be and become void, and the Trustees of such case, on demand of the Company and at its cost and expense, including the reasonable fees of the Trustees in that regard, shall fully release and discharge this mortgage and deed of trust, and execute and deliver to the Company any and all instruments that may be necessary or proper for revesting in the Company the title to any property still in the hands of the Trustees, other than moneys deposited