

and to the Company, accompanied by an Engineer's Certificate stating that in the opinion of the signer the fair value of the interests so assigned or transferred at any one time by the Company is not in excess of \$100,000 and the interests so assigned or transferred to the Company are at least equal in value to the interests so assigned or transferred by the Company, and by an Opinion of Counsel to the effect that the Company has good and marketable title to the interests so assigned or transferred to the Company, subject only to permitted liens, such minor defects in titles not constituting permitted liens as the Company shall have the power by appropriate legal proceedings to cure without substantial expense, which, in the opinion of such counsel, are inconsequential and approvals or consents of a routine nature which are in practice customarily granted in due course after application therefor, and stating that the interests so assigned or transferred to the Company have become subject to the direct lien of this Indenture, free from all other liens, charges or encumbrances, other than permitted liens.

(f) Whenever an event of default shall have occurred and be continuing, the Company may, so long as it shall be in possession of the trust estate, perform the acts specified in *Subdivisions (c), (d) and (e)*, upon the conditions therein stated, only with the written approval and consent of the Trustee, which the Trustee may give upon receipt of an Officers' Certificate filed with the Trustee requesting such approval and consent and of an Independent Engineer's Certificate filed with the Trustee stating that in the opinion of the signer the requested action is desirable in the business of the Company and will not be prejudicial to the holders of the Bonds. Whenever the Company shall no longer be in possession of the trust estate, the rights of the Company under *Subdivisions (c), (d) and (e)* may, upon the conditions herein stated, be exercised by the Trustees, or either of them, or by a receiver or trustee in bankruptcy or other person rightfully in possession of the trust estate.

(g) The Company shall have the right, on the conditions set forth in this *Subdivision (g)*, to surrender, transfer, release or reassign to the assignor free and clear of the lien of this Indenture any lease, leasehold right or interest therein (together with any wells or equipment thereon located) at the time subject to the lien of this Indenture, if