

such well upon payment to the Company of the agreed consideration therefor as stipulated in or determined in accordance with the provisions of such contract or agreement.

In the case of the gas gathering system constructed and to be constructed by the Company for the gathering of gas from wells located on gas leasehold estates acquired by the Company from The Gwin Company of Texas pursuant to Oil and Gas Lease Sale Agreement, dated April 2, 1956, as supplemented and modified, between the Company and said The Gwin Company of Texas, the term "permitted encumbrances" shall also include the right and option granted to The Murmanill Corporation, D. D. Harrington, Stanley Marsh, Jr. and T. J. Wagner, Jr. (hereinafter collectively referred to as "Murmanill-Harrington") to purchase said gas gathering system from the Company upon the happening of the events and upon the terms and conditions specified in the Agreement and Option, dated April 2, 1956, made and entered into by and between said The Gwin Company of Texas, Murmanill-Harrington and the Company.

Any cash deposited with the Corporate Trustee in respect of any lien or encumbrance remaining after the discharge of such lien or encumbrance shall be returned to the Company upon receipt by the Corporate Trustee of an application of the Company so requesting, accompanied by a certificate of the mortgagee or trustee, if any, under such prior lien or encumbrance or other evidence satisfactory to the Corporate Trustee that the same has been discharged and an opinion of counsel stating that such lien or encumbrance has been discharged.

The term "prior lien" shall mean any mortgage or other lien or encumbrance on property of the Company prior to the lien of this Indenture, exclusive of permitted encumbrances as above defined.

SECTION 1.17. The term "Gas Purchase Contracts" shall mean the contracts for the purchase of natural gas listed in Article Sixteen of the Original Mortgage and in indentures supplemental thereto prior to the Thirtieth Supplemental Indenture, and any other contracts for the purchase of natural gas, the Company's interest in which shall hereafter be subjected to the lien hereof or is required so to be; and