

Every bond so delivered to and received by said Trustee for the purpose aforesaid, with the accompanying coupons, shall immediately be canceled by said Trustee, and no other bond shall be issued by the Company in the place and stead thereof.

Section 3. Until all the bonds hereby secured, together with the interest thereon, shall be fully paid and satisfied, the Company will make all reports and will comply with all laws, acts, rules, regulations and orders of any national, state, legislative, executive, administrative, or judicial body, commission, or officer, exercising any power of regulation or supervision over it, or any part of the Trust Estate; provided, however, that the Company may in good faith contest any such law, act, rule, regulation, or order in any lawful and reasonable manner which will not endanger or subject to forfeiture the title of the Trustees to any part of the Trust Estate.

Section 4. The Company covenants that it will promptly pay all rents and royalties due, or to become due, under the terms of each and all of the oil and gas leases hereinabove described, at the respective times therein specified for payment, and will otherwise fully perform the covenants and conditions of said leases and each of them; and further that it will faithfully observe and perform all obligations and make all other payments required by the terms of any other agreement, franchise, right, or privilege included in The Trust Estate at the times, and in accordance with the conditions therein specified, and that it will neither do, nor leave undone, any act the doing or omission to do which shall cause the forfeiture of said leases, agreements, franchises, rights or privileges, to the end that the interest of the Company therein may be at all times preserved unimpaired, as security for the bonds; provided, however, that nothing herein contained shall require the Company to continue the payment of rentals, or perform other obligations under leases which are not producing and are no longer profitable to the Company, and provided further, that nothing herein contained shall require the Company to make any of the aforesaid payments, or observe any of the aforesaid obligations so long as it shall in good faith, and by appropriate legal proceedings, or otherwise, contest its liability therefor, unless thereby the title of the Trustees to any part of the Trust Estate may be endangered or rendered subject to forfeiture.

Section 5. That the Company from time to time will punctually pay and discharge when due, and before the same become delinquent, all taxes, assessments and governmental charges of every kind and character, levied, imposed or assessed under any present or future law by the United States, or by any state or subdivision thereof, upon the Trust Estate or any part thereof, including all oil or gas produced therefrom, and further, that it will pay and discharge all taxes and charges levied or assessed upon the income or profits derived from the Trust Estate, or upon the interest of the Trustees in said estate, so far as it may lawfully do so without affecting the validity or negotiability of said bonds, the lien whereof might or could be held to be prior to the lien hereof, to the end that the priority of lien of this Indenture shall at all times be fully preserved as against such liens; and the Company further covenants that it will not commit or suffer any waste of the trust Estate, and that it will promptly pay or cause to be discharged, or will make adequate provision for the satisfaction or discharge of all lawful claims and demands of mechanics, laborers, materialmen, or others entitled to liens under the Mechanic's Lien Laws, or other statutes or laws which, if unpaid, might by law be given precedence to this Indenture as a lien upon any part of the trust Estate or the income thereof; provided, however, that nothing in this section contained shall require the Company to pay any taxes, assessments, charges, or other lien or claim against any part of the Trust Estate so long as the Company shall in good faith, and by appropriate legal proceedings, or otherwise, contest the validity thereof, unless thereby the title of the Trustees to any part of the Trust Estate may be endangered or rendered subject to forfeiture.

In case the Company shall fail to pay in due season as hereinabove provided, any such taxes, assessments, charges or liens, then the Trustees may, at their option, and without being obliged to do so, or to make and inquiry as to the validity thereof, pay the same, and shall first be reimbursed the amount so paid with interest from date of payment at the rate of 8 per cent per annum, out of the Trust Estate and the proceeds thereof, before the payment of any of the principal or interest of any of said bonds, and any such payment by the Trustees shall be without impairment of, or prejudice to, any of the rights of the Trustees under this Indenture by reason of such default by the Company.

Section 6. The Company will, at all times, so long as any of the bonds or coupons remain unpaid, insure and keep insured against loss or damage by fire, or other casualty, the following portions of the trust estate, that is to say: All steel storage tanks and contents thereof, having a capacity of 10,000 barrels or more; all warehouses and contents thereof; all garages and contents thereof; and all dwellings of the reasonable value of \$1,000.00 or more each; and will further insure such other portions of the trust estate as in the discretion of the Company it may deem necessary and proper to protect against loss or damage by fire or other casualty. All insurance so effected shall be in amounts which corporation of like character usually carry upon property of the same kind, and under like conditions, and shall be for the benefit of, and payable in case of loss, to the Trustees as their interest may appear.

The Company will take out such insurance in reputable insurance companies and will deliver to the Corporate Trustee duplicate receipts for all premiums necessarily paid in keeping up such insurance. In case of loss or damage as aforesaid, the Company to make any of aforesaid payments, or observe any of the aforesaid obligations so long as it shall in good faith, and by appropriate legal proceedings, or otherwise contest any appraisal, adjustment, or settlement agreed upon by the Company and any engineer or insurance company, may be consented to by said Corporate Trustee, and the Trustees shall in no way be liable for the collection of any insurance moneys in case of such loss or damage. In case of any loss or damage covered by insurance policies payable to the trustees, all insurance money