

## MORTGAGE RECORD No. 79

question arises as to whether any such notice shall have been sufficiently given, such question shall be decided by the Trustee, and the decision of the Trustee shall be final and binding upon all parties in interest unless upon presentation of the bond (bearing all unmatured coupons) payment thereof, at the redemption price prevailing on the redemption date, be refused.

## ARTICLE VII.

## GENERAL COVENANTS OF THE COMPANY.

Section 1. The Company covenants that it will promptly pay the principal of and interest on every bond issued hereunder and secured hereby, in the manner specified in such bonds and in the coupons thereto annexed, and if so provided in any such bonds, such payment will, to the extent so provided, be made without deduction for taxes.

Section 2. In order to prevent any accumulation of interest coupons after their maturity, the Company covenants and agrees that it will not directly or indirectly extend or assent to the extension of the time of payment of any interest coupons secured hereby by purchase or funding of such interest coupons or by any other arrangement, and in case the time for payment of any such coupons shall be extended, such coupons shall not be entitled in case of any default hereunder, to the benefit or security of this Mortgage, except subject to the prior payment in full of the principal of all bonds issued and outstanding hereunder and of such portion of the accrued interest thereon as shall not be represented by such extended coupons.

Section 3. The Company further covenants

(a) That it is now, wellseised of the property described in the granting and pledging clauses hereof, subject only to current taxes, and has good right, full power and lawful authority to grant, bargain, sell, assign, warrant, convey, mortgage and pledge such properties in the manner and form herein respectively done or intended; and that it has and, subject to the provisions hereof, will preserve good and indefeasible title to all the said property and will warrant and forever defend the same to the Trustee against the claims of all persons whomsoever;

(b) That it will maintain each building, plant and improvement, and all pipes and pipe lines, mains, tanks, holders, cars, automobiles, vehicles, trucks, cranes, conveyors, motors, engines, drills, rigs, casings, compressors, pumps, pumping machinery, and all other machinery, fixtures and equipment, the right, title or interest of the Company in which is purported in this Mortgage to be included under the lien hereof, in good repair, working order and condition, that it will maintain, make or cause to be made all necessary and proper replacements, repairs, renewals and improvements so that the efficiency and value of the said mortgaged property shall not be impaired, and that it will from time to time make proper arrangements, by the drilling of new wells, by entering into additional gas leases and by entering into additional gas purchase contracts, so that the supply of gas available to the Company will be adequate;

(c) That it will from time to time, so far as it may lawfully so do, pay and discharge all mortgage recording or filing taxes hereon, if any, and all taxes, assessments, and other charges which may be assessed or become liens upon the mortgaged property, and all taxes, assessments and other charges which shall at any time be or have been assessed, levied or imposed upon the Company or upon said mortgaged property or any part thereof, or upon the interest therein of the Trustee or of the holders of any bonds issued hereunder, and will make such payments or cause such payments to be made, respectively, from time to time, within thirty (30) days after the same shall become due and payable, and in due time to prevent any delinquency thereon or any forfeiture or sale of the mortgaged property, or any part thereof, and will produce to the Trustee, upon demand (which demand the Trustee shall be under no duty to make), receipts for such payments, or other evidence satisfactory to the Trustee, provided, however, that the Company shall not be required to pay any tax, assessment, rate or charge as herein provided as long as it shall in good faith contest the validity thereof.

(d) That it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the mortgaged property, or any part thereof, or to the Company and the operation of its business and will maintain the said mortgaged property in full compliance therewith, and in condition requisite under the terms of all insurance policies on any building or other improvement now or hereafter located on said premises; provided, nevertheless, that the Company may in good faith contest the validity of any such acts, rules, regulations, orders and directions, and pending the determination of such contest may postpone compliance therewith, unless the rights or security of the Trustee are materially endangered, in the opinion of the Trustee, or of its counsel, that it will maintain its corporate existence and that it will maintain its license to do business and own property in the State of Kansas, and that it will comply with all the provisions of the laws of the said state and of the United States of America, failure to observe which shall constitute any grounds for the cancellation of its charter or termination of its corporate life, or for the restriction of its right to do business or own property, or for the restriction of its operations and activities.

(e) That it will not consolidate or merge with any other corporation in any manner whereby the lien of this Mortgage or the rights of the Trustee or the holders of bonds issued hereunder shall in any manner be impaired.

(f) That there are not now outstanding and that the Company will not at any time create or allow to accrue or exist any lien prior to the lien of this Mortgage upon the mortgaged property or any part thereof.

(g) That it will cause this Mortgage and every additional instrument which shall be executed pursuant to the provisions hereof, to be recorded, registered or filed and to be re-recorded, re-registered or refiled both as a mortgage of real estate and of personal property, in such manner, in such offices and places and at such times, and as often, as may be permitted or required by law and as may be necessary to preserve, maintain, continue and protect the security of the bonds, the superior lien hereof on the mortgaged property, and the rights and remedies of the Trustee and of the bondholders; and that it will furnish satisfactory evidence thereof to the Trustee.

(h) That it will upon request of the Trustee, execute, acknowledge and deliver and will cause to be done, executed, acknowledged and delivered all such further acts, deeds, conveyances, assignments, mortgages, transfers and further assurances of title and such additional papers as the Trustee shall reasonably require for the better assuring, conveying, transferring, mortgaging, confirming and assigning unto the Trustee the mortgaged property or any part thereof hereby conveyed, transferred, mortgaged, assigned and confirmed or intended so to be, or any property hereafter acquired by the Company.

(i) That it will at all times permit the Trustee and the agents and attorneys of the Trustee to enter upon the mortgaged property and all parts thereof for the purpose of investigating and inspecting the condition thereof.

Section 4. Unless the Company designate to the Trustee in writing the location of some other office or agent of the Company where a notice to or demand upon it in respect to said bonds or coupons may be given, all demands may be made and notices served at the office of the Trustee, in the City of Kansas City, Missouri, who is hereby appointed by the Company agent for that purpose, but the Trustee shall not be under any liability to the Company, or any other person or corporation, in respect to any such demand or notice.

Any notice which the Trustee is required or may desire to serve upon the Company shall be deemed sufficiently served if sent by mail, postage prepaid, addressed to the principal office of the Company or such other or more particular address as the Company shall from time to time by written notice delivered to the Trustee prescribe.

Section 5. The Company covenants that proper books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of or in relation to the properties, business and affairs of the Company, and that it will:

(a) On or before ninety days after the close of the Company's each fiscal year, beginning in 1936, furnish to the Trustee full detailed reports of complete audits made by accountants satisfactory to the Trustee, covering the operation of the business of the Company for the preceding fiscal year setting forth the several assets and liabilities of the Company as of the close of such fiscal year. Without limiting the items of account to be set forth in such report, the same shall for such fiscal year set forth in detail the following items of account, to-wit: