

to the end that the interest of the Company in such leasehold estate may be at all times preserved unimpaired as security for the Bonds; provided that nothing contained in this Section shall require the Company to make any such payments or to observe any such obligations so long as it shall in good faith contest its liability therefor.

Section 10. The Company covenants and agrees that it will not issue, negotiate, sell or dispose of any Bonds or use any of the proceeds thereof or any moneys held or which should be held by the Trustee or any moneys at any time in its possession under any provision of this Indenture otherwise than in accordance with the provisions hereof.

Section 11. The Company will not directly or indirectly extend or assent to the extension of the time for the payment of any of the coupons appertaining to the Bonds secured hereby and will not directly or indirectly be a party to or approve any such extension by purchasing or refunding such coupons. In case the time of payment of any such coupons shall be so extended, whether or not such extension be by or with the consent of the Company, such coupons shall not be entitled, in case of default hereunder, to any benefit or security hereunder except subject to the prior payment in full of the principal of all Bonds issued hereunder and outstanding and of all matured coupons, the payment of which has not been so extended.

Section 12. The Company covenants and agrees that it will not sell or otherwise dispose of any part of the trust estate except as permitted by and upon the terms and conditions provided in Articles Six and Seven hereof. The Company also covenants and agrees that it will not consolidate with or merge into another corporation or sell or otherwise dispose of the trust estate as an entirety or substantially as an entirety except as permitted by and upon the terms and conditions provided in Articles Six and Seven hereof.

ARTICLE FIVE

REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 1. Neither (a) any coupon or claim for interest on any Bond, which shall have been extended in contravention of the provisions of Section 11 of Article Four hereof, nor (b) any coupon or claim for interest, which, in any way, at or after maturity, shall have been transferred or pledged separate or apart from the Bond to which it relates, shall be entitled, in case of default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all of the Bonds and of all coupons and claims for interest not so extended, transferred or pledged.

Section 2. If one or more of the following events, herein called events of default, shall happen, that is to say:

(1) default shall be made in the payment of the principal of any of the Bonds, or any part thereof, when and as the same shall become due and payable, whether at maturity, or proceedings for redemption or otherwise as therein or herein provided;

(2) default shall be made in the payment of any instalment of interest on any of the Bonds (the payment whereof has not been released or discharged) when and as the same shall become due and payable, and such default shall have continued for a period of thirty days;

(3) default shall be made in the observance or performance of any other of the covenants of this Indenture, and such default shall have continued for a period of sixty days after written notice from the Trustee, specifying such default and requiring the same to be remedied, shall have been given to the Company;

(4) by decree of a court of competent jurisdiction, the Company shall be adjudicated a bankrupt or, by order of such a court, a receiver or receivers shall, upon the application of any creditor in any insolvency or bankruptcy proceeding or other creditors' suit, be appointed of all or, except in the case of oil or gas property of the Company,