

and steel office building which they have undertaken to erect upon the above described land and towards the payment of which the proceeds of the bonds hereby secured are to be applied, and said First parties do further agree to pay for any subsequent improvements upon said land or any alterations or addition thereto and do agree that the plans and specifications for said new building, and for any of said future improvements, shall be subject to the approval of the said First National Company, and do further covenant at all times to keep and maintain in good order and in tenable condition all and every part of the building or buildings, improvements, and fixtures now or hereafter at any time erected or placed upon said premises during the lien hereof, and to maintain and operate, or cause to be maintained and operated, any such building or buildings, in a first-class manner, and to make necessary repairs and alterations thereto from time to time and to keep the same free from waste and nuisances of any kind and supplied with such power and equipment as may be necessary for the successful operation of said building or buildings, and that no part of said building, or buildings shall be operated, or used, or maintained in any manner which would violate any law of the United States, or the State of Oklahoma, or any ordinance of the City of Tulsa, or any lawful rules and regulations of any officer of department thereof.

Repair

INSURANCE. Section XII. Said parties of the first part covenant, during the lien hereof, to keep the buildings and improvements, now or hereafter at any time erected on the foregoing real estate insured against fire, windstorms, tornadoes and cyclones, and to carry such boiler insurance, rent insurance and such other kinds of insurance, as may, from time to time, be requested by the Trustee, all of such insurance to be issued by companies, from time to time, satisfactory to and approved by the Trustee, and to be in such amounts as the Trustee may specify, and will make all policies payable to the Trustee in case of loss, and will deposit with the Trustee all policies carried by First Parties, even though for amounts in excess of those required by the TORNADO } Trustee; it being expressly understood and agreed that the parties of the INSURANCE } first part will carry tornado insurance in at least the sum of two hundred thousand dollars (\$200,000) and will also carry such an amount of fire insurance upon the improvements upon the above-described property that in the event of an substantially total destruction of said improvements, the amount payable by and collectible from the insurance companies insuring said property on account thereof shall be at least the sum of four hundred thousand dollars (\$400,000).

FIRE INSURANCE. If any policy of insurance is issued in a form or by a company which is or becomes unsatisfactory to the Trustee, then, and in either event, the Trustee may require new policies to be taken out in lieu thereof, and the parties of the first part agree in such event to promptly obtain new policies acceptable to the Trustee and to keep the same in force, and in default of the parties of the first part so doing, the Trustee, may, at its option, effect such insurance.

All policies of insurance upon said improvements which shall at any time be deposited with the Trustee herein and all sums of money which at any time may be collected by said Trustee upon any insurance policies, until applied as hereinafter authorized, shall be held by said Trustee as additional security for the payment of the bonds hereinabove mentioned; and all such sums shall be applied by the Trustee as follows, to-wit:

APPLICATION OF PROCEEDS. In event of any minor loss or damage to said property (as such minor loss is hereinafter defined) First parties shall immediately notify the Trustee in writing and the proceeds of any insurance collected by the Trustee on