

shall be executed pursuant to the terms hereof at all times to be recorded and filed in such manner and in such places as may be required by law for the recordation and filing of a real estate mortgage, in order to fully preserve and protect the security of the bondholders and all rights of the Trustee; but nothing herein contained shall require the payment by the Company of any mortgage or registration tax required by law to be paid otherwise than by the Company in respect of this Mortgage or the issuance of bonds hereunder.

Section 12. That it will, upon reasonable request, execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this mortgage, especially to make subject to the lien hereof any property now owned or hereafter acquired by it, which it is herein provided shall be subject to the lien hereof, and to transfer to any new trustee the estate, powers, instruments and funds held in trust hereunder.

Section 13. That except as herein otherwise provided or permitted, either expressly or by implication, it will at all times do or cause to be done all things necessary to preserve and keep in force and effect its corporate existence, rights and franchises and the corporate existence, rights and franchises of each Subsidiary; that it will comply, and cause each Subsidiary to comply, with all the laws of the State of Oklahoma and of any other State or States of the United States of America applicable to the Company or to any such Subsidiary, and with all lawful rules and regulations of any commission, board or public authority having jurisdiction in the premises in such form and manner as counsel may advise; provided, that the Company and any Subsidiary may surrender any right, privilege or franchise, whenever the Company, or such Subsidiary, shall contemporaneously, or as a part of the same transaction, obtain anew or at least equally advantageous right, permit, privilege or franchise under which the Company, or such Subsidiary, as the case may be, may continue to perform the service and conduct the business theretofore performed or conducted under or by virtue of the right, permit, privilege or franchise then surrendered, or whenever the right, permit, privilege or franchise to be surrendered can no longer be profitably exercised or availed of and shall not be essential to the maintenance and continued use of the rest of the properties mortgaged hereunder, and consequently the security afforded by this Mortgage will not be substantially impaired.

Section 14. That prior to the date of expiration of its charter, or the date of expiration of any extension or renewal thereof, the Company will, by one or more renewals or extensions, cause the same to be extended or renewed to a date subsequent to the date of maturity of any bonds then issued and outstanding under this Mortgage; or in the event that no provision for the extension or renewal of the charter of a corporation of the character of the Company shall exist in the statutes of the State of Oklahoma at such time or times that it will cause the title of all property then owned by the Company to be vested (subject to the lien of this Mortgage) in a corporation of the State of Oklahoma with a charter extending to a date subsequent to the maturity of any bonds then outstanding under this mortgage, and then owning substantially no other property, and that it will cause such corporation to execute and deliver to the Trustee under this Mortgage an indenture, satisfactory to the Trustee, whereby it shall assume and agree to pay the principal and interest of the bonds then issued or to be issued under this mortgage in accordance with the provisions of said bonds and coupons and this mortgage, and shall agree to perform and fulfill all the terms, covenants and conditions of this mortgage binding upon the company.