

gether with interest thereon from date of such payment at the rate of eight per cent per annum, shall be repaid by the Company without demand and shall be secured by this Indenture. All policies of insurance shall constitute and be held as collateral and additional security in payment of the notes hereby secured, and for any advancement made hereunder and the fulfillment of each and all of the covenants contained in this Indenture by the Company to be kept and performed.

The Company will pay the Trustee as legal holder or holders of any notes who may have expended any moneys for the purpose hereinabove mentioned, or expenses incurred by the Trustee in execution of the Trust hereof, and any and all such sums of money that shall have been paid by the Trustee or any of the note holders on account of any rents, taxes, charges, assessments, insurance premiums or liens of any kind and character upon the Trust Estate, in case of any default in respect thereof on the part of the Company, as aforesaid with interest at the rate of eight per cent (8%) per annum from the time or times of such payments, respectively, the amount of any and every such payment shall become an additional indebtedness to be covered by this Indenture.

All the property hereafter acquired by the Company wheresoever located or whether in connection with the property covered by this Mortgage or used in connection with such property, shall immediately upon its acquisition become and be subject to this mortgage, as if fully and specifically conveyed and described herein, but the Company agrees, if requested by the Trustee, that it will convey the same to the Trustee by appropriate conveyance upon the Trusts and for the purpose of this Indenture, and will execute proper transfer and division order for all oil and gas produced therefrom.

The Company further agrees that it will, at all times, on demand by the Trustee, do all acts necessary or proper to keep valid the lien hereby created or intended to be created, and will execute and deliver to the Trustee all such other and further assurances, deeds, mortgages, or other instruments of writing as the Trustee may reasonably require, or as shall be necessary for further and more perfectly assuring to the use of the Trustee, and upon the Trusts and for the purposes herein expressed, all and every part of the Trust Estate, and for effectually vesting in the Trustee, upon the Trust and for the purposes aforesaid, all property, rights, contracts, titles, privileges and franchises hereby conveyed or intended so to be conveyed; and that until all the Trust Estate shall have been so vested in the Trustee the Company shall hold same or such parts thereof as shall not have been so vested in Trust for assuring the same to the Trustee as if the same had been so vested and assured.

The Company covenants that it will maintain, preserve, and keep, all and singular, the Trust Estate with all buildings, machinery, appliances, equipment and other fixtures and appurtenances thereto belonging, including all property used or useful in the conduct of its business, in thorough working order and repair, and will make all needful and proper renewals, replacements and repairs so that its business shall, at all times, be conducted with safety and expedition, and will contingally conduct its business in an efficient manner, so to the end that a high standard of physical condition and maintenance of its property and equipment shall at all times be maintained and will diligently preserve all the rights and privileges to it granted and conferred by the laws of Delaware and will not suffer or permit any of its rights, franchises, or privileges to be lapsed or forfeited.

The Company will keep proper books of account and maintain a modern standard account system and therein make or cause to be made full and true entries of all dealings and transactions relating to the plants, property, business and affairs of the Company, which said books of account shall, at all ^{reasonable} times, be open to the inspection of the Trustee or his agents or representatives. The Trustee or his agents or representatives may also, at