

any time, make examination of the properties of the Company at its expense, and the Company agrees to afford the Trustee all facilities necessary for such examination.

In the event of any sale of the Trust Estate, or any part thereof, under any power or trust herein contained, or given or now possessed by the Trustee, or to which the Trustee may now or hereafter be or become entitled by virtue of law the Company will, on request by the Trustee, execute a formal conveyance thereof.

The Company will not consolidate or merge with any other corporation unless such corporation or any new corporation formed by consolidation or merger shall ^{agree} with the Trustee, so for the time being of this Indenture, for the benefit of said Trustee and of the holder of said notes, that it will perform and observe all of the covenants and agreements herein contained (including this covenant) to be performed and observed by the Company, and that all property, real and personal, leases, rights, agreements, easements, privileges and franchises acquired by such corporation in connection with the property covered by this Indenture or intended to be, shall be subject to the lien hereof as fully and with the same force and effect as if acquired by the Company.

The company further agrees, during the life of this Indenture, to keep alive and in existence all oil and gas leases and other contracts above described, and, in the event that any of said oil and gas leases or other contracts expire, the Company shall, at its own expense, obtain a renewal thereof, to the end that the Trust Estate shall be efficiently and substantially preserved; and the Trustee shall be furnished with a copy of any and all such renewals and fully informed as to all payments and terms of such renewals. The Company shall immediately, following the execution and delivery of this Indenture, prepare and deliver to the Trustee full and complete copies of all oil and gas leases, contracts, franchises and other documents pertaining to the property herein mortgaged, and particularly showing the date of expiration of said oil and gas leases and contracts.

It is expressly understood and agreed that the Trustee is hereby authorized and empowered to make all payments, take all proceedings, employ counsel and make all reasonable expenditure deemed by him advisable in order to complete or perfect and to keep in order and effect, any of the titles to any or all of the property covered by this Indenture. All expenditures or charges in connection therewith shall be an indebtedness secured by this mortgage, and shall be paid by the Company immediately upon the furnishing of statement therefor by the Trustee.

The Company will duly record, deposit, file and refile this document in such manner and places, and at such times as may be required by law, and will, from time to time, do or cause to be done all things required by law in order to preserve the lien of these presents as a Mortgage or Deed of Trust, both of real and personal property, and will furnish to the Trustee satisfactory evidence of the recording, depositing, filing and refiling and of the doing of such other things, and will furnish similar evidence of the recording, depositing, filing and refiling of every additional instrument, and of doing of such other things as shall be necessary to preserve the lien of this Indenture upon all and every part of the Trust Estate until the principal and interest of the notes secured hereby shall have been paid in full.

A R T I C L E 11.

If, at any time, the Company shall pay or cause to be paid the principal and interest due upon all of the notes secured hereby and then out-standing, or provide for such payment as hereinabove provided, by depositing with the Trustee hereunder for the payment and discharge of such notes and interest the entire amount due thereon, together with an amount sufficient to pay all taxes and other governmental charges which the Company or the Trustee