

or contracts included in this Indenture, or the oil or gas leases included herein, or other contracts herein, without giving the mortgagee sixty (60) days notice of such intention so to do, and without first receiving written consent of mortgagee thereto; nor shall the Company increase any royalty payments under any lease or contract included herein, without written notice to the mortgagee and without (first receiving written consent of the Mortgagee) and

The Company from time to time will punctually pay and discharge when due and before the same becomes delinquent all taxes, assessments, and governmental charges of every kind and character, levied, imposed or assessed under any present or future law of the United States or of any state, or subdivision thereof, upon the mortgaged property or any part thereof, including all oil and gas produced therefrom; and further, that it will pay and discharge all taxes and charges levied on assessed upon the income or profits derived from the Mortgaged property, so far as it may lawfully do without affecting the validity or negotiability of the said notes; the lien whereof might or could be held to be prior to the lien hereof, to the end that the priority of the lien created by this Indenture shall at all times be fully preserved as against such liens; and the Company further covenants that it will not commit or suffer any waste of the mortgaged property and that it will promptly pay or cause to be discharged, or make adequate provision for the discharge of all lawful claims or demands of mechanics, laborers, materialmen, carry houses or other entitled to liens under the lien laws, which, if unpaid, might by law be given precedence to this Indenture, as a lien upon any part of the mortgaged property, or the income thereof, provided, however, that nothing in this section shall require the Company to pay any taxes, assessments, charges or other liens or claims against any part of the mortgage Property, so long as the Company shall in good faith and by appropriate legal proceedings, or otherwise, contest the validity thereof.

In case the Company shall fail to pay in due season, as hereinafter provided, any such taxes, assessments, charges or liens, then the mortgagee may at its option and without being obligated to do so or to make any inquiry as to the validity thereof, pay the same, and shall first be reimbursed the amount so paid, with interest from the date of the payment at the rate of eight (8) per cent per annum, out of the mortgaged property and the proceeds thereof, before the payment of any of the principal or interest of any of the said notes, and any such payment by the mortgagee shall be without impairment of or prejudice to any of the rights of the mortgagee under this Indenture by reason of such default by the Company.

The Company will at all times, so long as any of the notes remain unpaid, insure and keep insured against loss or damage by fire or other casualty all of the above described property which is subject to destruction by fire or other casualty. All insurance so affected shall be in amounts which corporation of like character usually carry upon property of the same kind and under like conditions, and shall be for the benefit of and payable in case of loss, to the Mortgagee as its interest may appear.

The Company will take out such insurance in reputable Insurance Companies, and will deliver to the Mortgagee duplicate receipts for all premiums necessarily paid in keeping up such insurance. In case of any loss or damage, the money received by the Mortgagee on that account shall be paid out and applied from time to time, as requested by the Company, in replacements of or additions to the property destroyed or injured; provided, however, that the Company shall have furnished sufficient additional funds in order to complete such repairs or replacements.

In case the Company shall not desire to have the Insurance proceeds so used, the mortgagee, shall at the option of the Company, and upon its written request, apply such insurance moneys either to the redemption of the notes or the payment of interest, or applied