

COMPARE

from time to time become, a valid first lien upon all the property which shall, at any time thereafter, be or become subject to the lien hereof. The Company will not voluntarily create, or suffer to be created, or accrue any debt, lien or charge which would be equal to, or have priority to or preference over, the lien of this Indenture upon the mortgaged premises and property, or any part thereof, or upon the income or profits thereof, except as expressly permitted by this Indenture, and agrees to pay and discharge as the same mature the lien of the General American Tank Car Company on presently owned tank cars and the lien of the Osage Nation in certain leaseholds in Osage County, Oklahoma, hereinbefore described; and, within one month after the same shall accrue, the Company will pay and discharge, or cause to be paid and discharged, or will make adequate provisions for the payment and discharge of any such debt, lien or charge, and all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be given precedence to this Indenture as a lien or charge upon the mortgaged premises and property, or any part thereof, or upon the income or profits thereof; provided, however, that nothing in this Section 4 contained shall require the Company to pay any such debt, lien or charge so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof.

SECTION 5. The Company, from time to time, will pay and discharge, or cause to be paid and discharged, all taxes, assessments and governmental charges (the lien whereof would be prior to the lien hereof) lawfully imposed by any present or future law of the United States of America, or of any state, county, municipality, or other taxing authority therein, upon the mortgaged premises and property, or upon any part thereof or upon the income or profits thereof, and also all such taxes, assessments and governmental charges lawfully imposed upon the lien or interests of Trustee in respect of the mortgaged premises and property of any part thereof, so that the lien and priority of this indenture shall be fully preserved without expense to the Trustee or the bondholders; provided, however, that the Company shall have the right in good faith by legal proceedings to contest any such tax, assessment or charge, and, pending such contest, may delay or refuse the payment thereof.

SECTION 6. The Company will keep all crude petroleum, buildings, tanks and all other structures erected, or to be erected, on the mortgaged premises which are not fire-proof and are of the character usually insured by companies operating plants similar to the manufacturing plants of the Company, insured against loss or damage by fire, in such manner and to such reasonable extent as in the judgment of its Board of Directors or Executive Committee shall be necessary from time to time in order to protect such property; any loss in excess of \$50,000 (whether payable by one insurer or more) to be made payable to the Trustee as its interest may appear. There shall be deposited with the Trustee, within thirty days after the first day of January in each year, and at such other times as the Trustee may demand, a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of the insurance policies then outstanding and in force upon the aforesaid property, or any part thereof, and of the property covered thereby. In case the Trustee shall at any time notify the Company in writing that it disapproves of any such insurance company or of the terms of any such policy, further insurance shall be effected satisfactory to the Trustee; and if the Company shall fail to effect such insurance, the Trustee may do so at the expense of the Company, but the Trustee shall be under no duty to effect such insurance. The proceeds of any such insurance which may be received by the Trustee or the Company shall be applied by the Company, under the supervision of the Trustee, to the restoring, repairing, replacing or the acquiring or building of substitutes for the property injured or destroyed; or in acquiring other property for the Company, which property shall forthwith become subject to the lien of this Indenture; or, at the option of the Company, shall be added to and become a part of the sinking fund hereinbefore provided for.