

COMPARED

SECTION 10. The Company will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, transfers and assurances for the better assuring, conveying, assigning and confirming unto the Trustee all and singular the premises, estates and property hereby conveyed or assigned, or intended so to be, as the Trustee shall reasonably require for better accomplishing the provisions and purposes of this Indenture, and for better securing the payment of the principal and interest of the First Mortgage Bonds.

SECTION 11. The Company covenants and agrees that, except the said Series "A" Bonds in the amount of \$4,600,000, to be issued forthwith hereunder, it will not issue or cause to be issued hereunder any further series or part of said additional \$5,400,000. First Mortgage Bonds authorized hereunder except for the express purpose of acquiring additional oil producing properties and/or properties adjoining such oil producing property with equipment thereon, and that any additional bonds so issued hereunder shall not exceed in face value ninety per cent. of the actual net purchase price to the Company of the property and equipment so acquired, and that no such purchase or purchases shall be consummated without the consent of a majority in amount of the holders of the First Mortgage Bonds outstanding at the time such purchase is contemplated, such consent to be made to the Company or Trustee in the manner provided by Article Seventh of this Indenture.

ARTICLE FIFTH.

REMEDIES OF THE TRUSTEE AND BONDHOLDERS .

SECTION 1. No coupon belonging to, nor any claim for principal or interest on, any First Mortgage Bond, which in any way, at or after maturity, shall have been transferred or pledged separate or apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this Indenture, except after the prior payment in full of the principal of all the First Mortgage Bonds and of all coupons and claims for principal and interest not so transferred or pledged.

SECTION 2. If one or more of the following events, hereinafter called the "events of default," shall happen, that is to say:

(a) default shall be made in the payment of any installment of interest on any of the First Mortgage Bonds when and as the same shall become due and payable, as therein and herein expressed, and such default shall continue for the period of thirty days:

(b) default shall be made in the payment of the principal or any installment of principal of any of the First Mortgage Bonds when the same shall become due and payable either by the terms thereof or by declaration or otherwise as herein provided;

(c) default shall be made in the payment of any installment of the sinking fund and such default shall continue for the period of thirty days:

(d) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Company, its successors or assigns, in this Indenture contained, and such default shall continue for a period of sixty days after written notice from the Trustee, specifying such default and requiring the same to be remedied;

(e) An order shall be made for the appointment of a Receiver of the Company or of the trust estate or of any part thereof and shall remain in force for thirty days, or the Company shall be judicially adjudged insolvent or bankrupt, or shall go into liquidation voluntarily or under the decree of a court of competent jurisdiction;

(f) The Company shall institute proceedings for voluntary bankruptcy or shall make a general assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due.