

COMPARED

It being expressly agreed that the Company will not cancel or surrender any of the leases or contracts included in this Indenture, or the oil or gas leases included herein, or other contracts included herein, without giving the Trustee sixty (60) days notice of such intention so to do, and without first receiving written consent of Trustee thereto; nor shall the Company increase any royalty payments under any lease or contract included herein, without written notice of the Trustee, and without first receiving written consent of Trustee thereto.

The Company will from time to time punctually pay and discharge when due and before the same become 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 Trust Estate or any part thereof, including all oil or gas produced therefrom, and further, that it will pay and discharge all taxes and charges levied or assessed upon the income or profits derived from the Trust Estate or upon the interest of the Trustee in said Estate, 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 Trust Estate, 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, supply house 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 Trust Estate, 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 Trust Estate so long as the Company shall in good faith and by appropriate legal proceedings, or otherwise, contest the validity thereof, provided, however, that before contesting the validity of any such tax, assessments, charges, or other lien or claim, against any part of the Trust Estate, the Company shall deposit with the Trustee herein a sum sufficient to pay all such contested taxes, assessments, charges, liens or claims together with all penalties, interest, costs, or other charges that may result, accrue, and become due and payable by the Company by reason of such deferred payment and contest.

In case the Company shall fail to pay in due season, as hereinabove provided, any such taxes, assessments, charges, or liens, then the Trustee may, at his option, 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 Trust Estate and the proceeds thereof, before the payment of any of the principal or interest of any of the said notes, and any such payments by the Trustee shall be without impairment or prejudice to any of the rights of the Trustee 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 the following portions of the Trust Estate, to-wit:

All Steel Storage Tanks and the contents thereof, having a capacity of one thousand barrels or more; all insurable warehouses and the contents thereof; all insurable garages and contents thereof, and all insurable ~~buildings~~ dwellings, of the reasonable value of One Thousand Dollars (\$1,000.00) or more cash; and will further insure such other portions of the Trust Estate, as, in the discretion of the Company, it may deem necessary and proper to protect against loss or damage by fire or other casualty. All insurance so affected