

hold the same or such parts thereof as shall not have been so vested, in trust for assuring the same to the Trustee as if the same have been so vested and assured. COMPARED

The Company covenants that it will maintain, preserve and keep, all and singular, the Trust Estate with all buildings, machinery, appliances, equipments and other fixtures, and appurtenances thereto belonging, including all property used or useful in the conduct of its business, in thorough working order and repair, and will make all needful and proper renewals, replacements and repairs, and ~~will make all needful and proper renewals, replacements and repairs~~ so that its business shall, at all times, be conducted with safety and expedition, and will continually conduct its business in an efficient manner, to the end that a high standard of physical condition and maintenance of its property and equipment shall at all times be maintained and will diligently preserve all the rights and privileges to it granted and conferred by the laws of the State of Delaware, and will not suffer or permit any of its rights, franchises or privileges to be lapsed or forfeited.

The Company will keep proper books of account and maintain a modern standard account system and therein make or cause to be made full and true entries of all dealings and transactions relating to the plants, property, business and affairs of the Company which said books of account shall, at all reasonable times, be ~~opened~~ to the inspection of the Trustee or his agents or representatives. The Trustee or his agents or representatives may also, at 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 covenants and agrees that it will not, at any time, insist upon or plead, or in any manner whatever claim or take any benefit or advantage of any statute of limitation nor or at any time hereafter in force in the State where the property is located, and the Company expressly waives all benefit of any such law, and consents that said property may be sold in accordance with the power of sale herein contained.

The Company will not consolidate with any other corporation unless such corporation or any new corporation formed by consolidation or merger shall agree with the Trustee, for the time being of this Indenture, for the benefit of said Trustee and of the holders 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, expires, 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 renewal. 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.