

SECTION 5. That the Company will punctually pay, when due, all taxes, including *Covenant to Pay Taxes,* federal income taxes up to 2% as mentioned in the bond, charges, assessments and mechanics' laborers' or other liens now or at any time hereafter levied, laid, assessed or created upon the Trust Estate or upon any part thereof, or upon the interest of the Trustee in the Trust Estate or in the said bonds, and that this Mortgage and the bonds secured hereby shall at all times during the continuance hereof be a first charge and lien upon the Trust Estate, whether the same shall consist of the property now owned or hereafter acquired by the Company, except any mortgage or mortgages on any property hereafter acquired by the Company which may exist at the time of the acquisition of such property by the Company, and that whenever called upon by the Trustee, it will furnish to the Trustee satisfactory certificates showing the payment of such taxes, charges, assessments and liens; provided, however, that nothing in this section contained shall require the Company to observe or conform to any requirement of government authority or to pay, or cause to be paid or discharged, or make provision for any such taxes, prior lien or charge, so long as the validity shall be contested in good faith and by appropriate legal proceedings, and provided that in the opinion of the Trustee and or its counsel such contest will not endanger the interests of the bondholders hereunder.

COMPARED

SECTION 6. That the business of the Company will be continuously carried on and covenant concerning Operation and Maintenance conducted in an efficient manner; that all of the property, plants, appliances, appurtenances and equipment and every part thereof, useful in the carrying on of such business, will be maintained in through repair, working order and condition, and if worn out or injured or needed will be replaced by other property, betterments or additions, suitable to such business and of at least equal value; that the Company now has complete and lawful authority and privilege to maintain and operate its respective existing plants and other properties and will diligently preserve all the rights to it granted and conferred by the laws of Oklahoma or any other state and that none of the rights, licences, franchises, or privileges of the Company, whether now owned or hereafter acquired, will be allowed to lapse or be forfeited; that it will obtain from time to time all necessary renewals and extensions of such rights, licenses, franchises and privileges and such further licenses, rights, privileges and franchises as may be necessary and or advisable in the lawful operation of the business of the Company; but the Company may accept and consent to any amendment or amendments of, or substitute or substitutes for, any or all ordinances or municipal grants or licenses now or at any time hereafter held or owned by it, and may surrender any such ordinance, grant or license whenever the best interests of the Company shall, in its judgment and with the consent of the Bankers require such surrender; provided that (a) such franchise if modified shall in the opinion of counsel for the Trustee authorize the continuance of the same or an extended business in the same or an extended territory during the same or an extended or unlimited period of time; or (b) upon the surrender of any franchise the Company shall receive in exchange a new franchise, license or permit which in the opinion of counsel for the Trustee will constitute a part of the mortgaged property and shall authorize it to do the same or an extended business in the same or an extended territory during the same or an extended or unlimited period of time, or that after the surrender of any such franchise the Company shall still under some other franchise, license or permit (subject to the lien of this Mortgage and free from any liens prior thereto) have the right, in the opinion of counsel to conduct the same or an extended business in the same or an extended territory during the same or an extended or unlimited period of time; or (c) in the opinion of the Trustee and the Bankers and each of them the surrender of any franchise, license, grant or permit without the acquisition of a new franchise, license, grant or permit in lieu thereof as provided in (b) would be advantageous to the Company and to the interest of the