

him at his last address appearing upon the registry books. Such notice having been so given, dividends on the Trust Certificates shall cease on and after the date specified for redemption, and upon presentation and surrender thereof, in accordance with the said notice the said Trust Certificates shall be paid by the Trustee, provided, it is placed in the funds necessary for that purpose, and the Lessee covenants that it will, on or before the last day of the month preceding that in which the Trust Certificates shall be called for redemption, pay to the Trustee any moneys necessary so to redeem all of the Trust Certificates so called for redemption.

ARTICLE III

SECTION 1 The Lessee hereby accepts and becomes bound by all the terms of this Agreement, and hereby covenants and agrees to make payment of the reasonable expenses of the Trustee, and of all taxes, assessments and governmental charges hereinabove mentioned for which the Trustee may be liable (except as in this Section 1 otherwise provided), or which (other than Federal income taxes in excess of 2%) the Trustee or the Lessee may be required to pay thereon or to retain from the principal of the Trust Certificates or the dividends payable in respect thereof under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein.

SECTION 2 The Lessee covenants and agrees and guarantees that the holder or registered owner of each of the Trust Certificates shall receive the sum of One Thousand Dollars, in gold coin of the United States, of or equal to the present standard of weight and fineness, when and as the same shall become due and payable, whether at the maturity thereof or by declaration or otherwise, and shall receive dividends thereon in like gold coin at the rate of seven per centum (7%) per annum, from December 1, 1923, to the date of maturity of such Trust Certificate, all without deduction for any tax, assessment or governmental charge (other than Federal income taxes in excess of 2%) which the Lessee or the Trustee may be required to pay thereon, or to retain therefrom, under any present or future law of the United States of America or of any state, county, municipality or other taxing authority therein, and at the times and place and otherwise as expressed in the Trust Certificates and in the dividend warrants thereto attached; and the Lessee further covenants and agrees to endorse upon each of said Trust Certificates, at or before the issue and delivery thereof by the principal thereof and of the dividends thereon, in substantially the form in Section 2 of Article II hereof provided. Said guaranty so endorsed shall be signed in the name and on behalf of the Lessee by its President or one of its Vice-Presidents.

SECTION 3. The Lessee covenants and agrees that it will pay or cause to be paid or discharged, or make adequate provision for the satisfaction or discharge of, any claim which, if unpaid, might become a lien or charge upon or against any of the Trust Equipment, except upon the leasehold interest of the Lessee therein: but this provision shall not require the payment of any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

SECTION 4. The Lessee covenants and agrees to pay the expenses incident to the preparation and execution of the Trust Certificates and dividend warrants, including any temporary Trust Certificates to be issued hereunder, and also connected with the preparation, execution, recording, registration and filing hereof or of said Lease and of any instruments executed under the provisions hereof or of said Lease in respect to the Trust Equipment or Lease, or any equipment or parts used to replace any of the same. The Lessee with all convenient speed will cause this Agreement and said Lease and said other instruments to be duly filed and recorded in the States of Delaware and Oklahoma, and in all States where any