

by the Trustees in connection therewith. Except as may be otherwise provided by this mortgage, and unless and until there shall be delivered to the Trustees a certified copy of a resolution of the Board of Directors of the Company determining otherwise, every request, order, consent, or expression of desire set forth in writing, addressed and delivered to the Trustees, and signed in the name of the Company by its President or Vice President, may for every purpose of this mortgage, be taken and relied upon by the Trustees as the request, order, consent, or expression of desire of the Company.

Section 17. It is further expressly understood and agreed that either of the Trustees may buy, sell, hold, own or deal in any of the bonds or coupons issued hereunder and secured by this indenture, and may take or join in any action proper to be taken by any bondholders, as freely and with like effect as if such Trustees were not parties to this Indenture.

Article VI.

Sundry Provisions.

Section 1. All the covenants, stipulations, terms and agreements in this Indenture contained, by or in behalf of the Company, shall bind not only its successors and assigns, whether so expressed or not, but also any corporation into or with which the Company may be merged or consolidated, or to which its property may be conveyed, as herein provided.

Section 2. Except as herein otherwise expressly provided, it shall be sufficient service of any notice, request, consent, or other paper to be given to or demand to be made upon the Company hereunder if the same shall be served personally upon any officer of the Company, or deposited in the mails, postage prepaid, addressed to the Company at its office in the City of Tulsa, Oklahoma.

Section 3. Except when otherwise indicated, the term "Trustees" means the Trustees for the time being, original or successor. The words "Corporate Trustee" mean the Corporate Trustee hereinbefore named, and each and every successor hereof. The words "Individual Trustee" mean the Individual Trustee, William P. Kopf, hereinbefore named, and each and individual successor to such Individual Trustee.

The words "bond," and "bondholder," and "bondholders," shall include the plural as well as the singular number, and whenever in this Indenture the term "bonds" is used the same shall be deemed and construed to mean the bonds of the Company issued under these presents, at the time outstanding and unpaid, unless the context requires some other meaning; and in like manner the term "coupons" shall be deemed and construed to mean the coupons belonging to the said bonds; and in like manner the term "bondholders" shall be deemed and construed to mean the holders for the time being of the said bonds, or, in the case of a registered bond, it shall mean the person in whose name the bond is registered. The term "majority" when applied in reference to the bonds, or the holders thereof, shall signify the majority in amount, or the holders of a majority in amount, as the context may require whether so expressed or not. "Engineer" or "engineering firm" or "accountant" shall be taken to include a corporation organized to conduct an engineering or accountant business.

Section 4. William P. Kopf, one of the parties of the second part, has been joined as Trustee hereunder, so that if by any present or future law in any jurisdiction in which it may be necessary to take and hold title to any part of the Trust Estate or to perform any act in the execution of the trusts created, the Continental and Commercial Trust and Savings Bank, Trustee, or its successor or successors, may be incompetent or not qualified to act as such trustee, then such title shall be deemed to be vested solely in said William P. Kopf, as Trustee, and all of the acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by the said William P. Kopf as Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary for the said William P. Kopf solely to execute the trusts hereby created the Continental and Commercial Trust and Savings Bank, or its successor or successors, may solely have and exercise the powers, and shall be solely charged with the performance of the duties herein declared on the part of the Trustees, or either of them, to be had and exercised, or to be performed.

Any requests in writing by the Continental and Commercial Trust and Savings Bank, Trustee, or by any trust company appointed in succession to it, to the Individual Trustee hereunder, or to any Trustee appointed in succession to him, shall be sufficient warrant for the Individual Trustee, or his successor or successors, in taking such action as may be requested.

Such Individual Trustee, or any successor or successors, may delegate to the Continental and Commercial Trust and Savings Bank, Trustee, or to any trust company appointed in succession to it, the exercise of any power, discretionary or otherwise, conferred by any provision of this Indenture.

Said Continental and Commercial Trust and Savings Bank, its successors and assigns, shall have the power at any time, by an instrument in writing duly executed by its President or Vice President, under its seal, to remove said William P. Kopf from his position as one of the Trustees hereunder, and to appoint some other officer of said Continental and Commercial Trust and Savings Bank, as successor in trust to the said William P. Kopf, and any successor in trust so appointed by said Continental and Commercial Trust and Savings Bank, in case of the removal of said William P. Kopf, as Trustee, or in case of the death, resignation or inability of the said William P. Kopf, shall be vested with all and singular the same power and authority as are in this Indenture conferred upon the said William P. Kopf.

Section 5. This indenture may be simultaneously executed in any number of counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

In witness whereof the Company has caused this instrument to be signed in its corporate name by its president or vice president, and to be sealed with its corporate seal, attested by its Secretary or assistant Secretary, and the said Continental and Commercial Trust and Savings Bank to evidence its acceptance of the trusts hereby created, has caused these presents to be signed in its behalf by its president or a Vice President and sealed