

Article XIII.

It is expressly understood and provided that the present or any future "Trustee" under this Indenture may resign and discharge itself or himself of the trust created by these presents, by notice in writing to said "Building Company" sixty days before such resignation shall take effect; or by such shorter notice as said "Building Company" and said "Trustee" may agree upon as adequate, and upon due and proper accounting in respect to this Trusteeship, and in case of such resignation said "Building Company" shall, and ^{said} "Trustee" may call a meeting of the bondholders by a printed notice published at least once in each week for four successive weeks prior thereto, in a newspaper published in the City of Tulsa, Indian Territory, and also in a newspaper published in the City of Springfield, Missouri; such meeting to be held not less than thirty days after the first publication of such notice for the purpose of filling the place of such "Trustee" and at the time and place specified in such notice the holders of said bonds, at such meeting, shall proceed to select a suitable person or corporation to act as such "Trustee" to fill such vacancy, and the owners of twenty-five (25%) percent or more than twenty-five (25%) percent of the bonds then outstanding, so attending said meeting or legally represented therein, shall be competent to elect such "Trustee"; and the person or persons or corporations so elected shall immediately on such election, and on his or their or its acceptance in writing of such trust, become vested with all the estate, trust, rights, powers and duties of said "Trustee" as presented herein. And in case of such election as aforesaid, said "Building Company" hereby commits to make, execute, and deliver such other or further instruments, deeds, indentures, or assurances as may be necessary to enable the person or corporation so elected or duly appointed by competent authority to execute the trust hereby created and declared, as fully and perfectly in all respects as if he or it could have executed the same if originally made a trustee by the terms of this Indenture. And any trustee so resigning shall immediately execute any and all deeds of conveyance necessary to vest all such trusts, rights or interests in and to such property in such "Trustee" but upon the trusts and conditions herein expressed.

Article XIV.

In the event of default and the taking possession of said property as herein provided then said Trustee may take such legal advice and employ such assistance as may be reasonably necessary for the proper discharge of its duties, and shall be entitled to receive just and reasonable compensation for all its duties performed by it in the discharge of this trust, and for all its reasonable expenses and disbursements, including the expense of Attorney and Counsel fees, clerk hire and services of agents, which compensation shall be paid by said "Building Company" and shall also be a lien upon and payable out of the funds coming into the hands of said "Trustee"; and said "Trustee" shall not in any case be held individually liable for any act or default of any agent or person employed by it in any capacity, or for anything except its own fraud or gross misconduct; but it shall be only required to exercise good faith as for its part in the selection and appointment of such agent, clerk, employee or persons.

The word "Trustee" wherever used in this instrument shall be construed to mean the "Trustee" for the time being, whether original, successor or substitute.

Article XV.