

the opinion of counsel, shall be conclusive in favor of the Trustees, and shall be binding upon the Company and all holders of bonds and coupons hereby secured. Any notice to the Company under any provision of this instrument shall be sufficiently given if served personally upon any officer of the Company or deposited in the mails addressed to the Company or deposited in the mails addressed to the Company at Okmulgee, Oklahoma. The Trustees shall be entitled to receive reasonable compensation for their services and to be reimbursed for their reasonable outlays and disbursements, including court costs and attorneys' fees and expenditures for abstracts of title and continuations thereof. The Company agrees from time to time, on demand, to pay to the Trustees reasonable compensation for their services hereunder, and reasonable compensation for the services of their counsel and solicitors employed by them in connection with the discharge of their trusts hereunder, and agrees to reimburse the Trustees from time to time, on demand, for all reasonable outlays and expenditures of every sort or nature made or incurred by the Trustees in the discharge of their trusts hereunder, and agrees to indemnify and save the Trustees harmless against any and all liabilities of any kind which the Trustees may incur in the exercise and performance of their powers and duties hereunder; and all such fees, compensations, liabilities, outlays and expenditures shall constitute a first lien upon the mortgaged property in favor of the Trustees prior to any other claim hereunder. All moneys coming into the hands of the trustees or the Corporate Trustee under the provisions of this mortgage, shall not draw interest save such as during that time the Corporate Trustee allows to its general depositors in its banking department. Any person or corporation being trustee hereunder may acquire bonds and coupons issued hereunder and stock or other obligations of the Company with the same rights which it or he would have if it or he were not trustee.

Where the Trustees have demanded or received indemnity under the provisions of this trust deed, and it shall afterwards appear, in the judgment of the Trustees, or either of them, that the indemnity so demanded or received is, or may become, insufficient, the Trustees shall not be required to take any further action hereunder until additional indemnity shall have been furnished to the said Trustees.

The Trustees shall not be liable for any release or releases improvidently executed by them in supposed compliance with the terms of this mortgage, but any such release or releases which may be executed by the said Trustees, where the Company shall not be entitled to receive the same shall, as against the Company, be null, void and of no effect.

ARTICLE FOURTEEN

The Trustees for the time being hereunder may resign as such Trustees by written resignation delivered to the Company, such resignation to take effect at the expiration of thirty days after such delivery unless before such expiration a successor or successors, duly appointed hereunder, shall have accepted the trusteeship hereunder, in which case such resignation shall take effect at the time of such acceptance. The Trustees for the time being hereunder may be removed at any time by an instrument or concurrent instruments in writing delivered to such Trustees and to the Company, signed by the holders of a majority in amount of the bonds then outstanding hereunder or by the attorneys in fact of such holders, and upon payment to such Trustees of their charges and disbursements hereunder. In case the Corporate Trustee or its successor shall resign or be removed, or otherwise be or become incapable of acting as trustee, then in either such event, a successor or successors may be appointed by the holders of a majority in amount of the