

proper repairs, renewals and replacements and useful alterations, additions, betterments and improvements to and of the trust estate as to it may seem judicious; and in such case the Trustee may manage the trust estate and carry on such business and exercise all rights and powers of the Company, either in the name of the Company or otherwise, as the Trustee shall deem best, and may collect and receive all earnings, income, rents, issues and profits of the same and of every part of the trust estate. After deducting the expenses of operating the trust estate and of conducting the business thereof and of all repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements and all payments which may be made for taxes, assessments, insurance and prior and other proper charges upon the trust estate or any part thereof, as well as just and reasonable compensation for its own services and for those of all agents, attorneys, counsel, clerks, servants and other employees by it engaged and employed, the Trustee shall apply the moneys arising as aforesaid and all other income of the trust estate as follows:

(1) in case the principal of all the Bonds shall not have become due, to the payment of the interest in default in the order of the maturity of the instalments of such interest, with interest on each such instalment at the rate borne by the Bonds, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

(2) in case the principal of all the Bonds shall have become due by declaration or otherwise, first to the payment of the accrued interest, in the order of the maturity of the instalments of such interest, with interest on the overdue instalments thereof at the rate borne by the Bonds, and next to the payment of the principal of all the Bonds, in every instance such payments to be made ratably to the persons entitled to such payments, without any discrimination or preference.

The provisions, however, of sub-divisions (1) and (2) of this Section are not intended in any wise to modify the provisions of Section 1 of this Article, but are subject thereto.

Upon compliance with all the provisions of this Indenture as to which the Company shall be in default and the payment in full of whatever may be due for principal or interest and whatever may be payable for any other purpose required by any provision of this Indenture, possession of the trust estate, shall be returned to the Company or whomsoever shall be entitled thereto.

Section 4. If one or more of the events of default mentioned in Section 2 of this Article shall happen and be continuing, then and in every such case the Trustee, either directly or by its attorneys or agents, may in its discretion forthwith proceed to sell subject to the then prior liens, if any, existing thereon all and singular the trust estate. Such sale or sales shall be made to the highest bidder at public auction at such place in the City of Tulsa, Oklahoma, and/or in the City of Kansas City, Missouri, and/or in the Borough of Manhattan, City of New York, New York, and/or at such other place or places and at such time or times and on such terms as the Trustee may fix and briefly specify in the notice thereof to be given as hereinafter provided or as may be required by law. In the event of any sale, whether made under the power of sale herein granted or conferred or under or by virtue of judicial proceedings or a judgment or decree of foreclosure or otherwise, the whole of the property subject to the lien hereof shall be sold in one parcel and as an entirety, unless such sale as an entirety is impracticable by reason of some statute or other cause or unless a court of competent jurisdiction shall otherwise direct or unless the Trustee in its discretion shall consider such sale as an entirety to be inadvisable and ^{not} in the interest of the holders of the Bonds or unless the holders of a majority in principal amount of the Bonds then outstanding shall in