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legal proceedings of any kind or character, for the foreclosure of this indenture, or for the execution of the trust hereof, or for any other remedy under this mortgage or deed of trust, or the lien hereby created, or otherwise, without first giving notice in writing to the Trustee of default having been made and continued as aforesaid, and unless the holder or holders of a majority of the bonds outstanding, have in writing notified and requested the said Trustee as above provided (and a reasonable opportunity has been afforded to the Trustee after receipt of such notice and request, to proceed and exercise the powers hereinbefore granted with reference to the legal proceedings in the name of the Trustee) and without also having been offered to the Trustee the adequate indemnity herein required by the Trustee of this indenture.

And it is also expressly agreed that no holder or holders of any of said bonds or coupons intended to be secured hereby, shall institute any legal proceedings for the foreclosure hereof, or otherwise, or for the collection of the money evidenced by such bonds or coupons, otherwise than upon the terms and conditions and in the manner herein provided.

Should any legal proceeding be brought against the Trustee by reason of any matter or thing connected with the trust hereby created, or by reason of being such Trustee, it shall be under no obligation to enter any appearance by counsel, or in any way to appear and defend such suit or proceeding until indemnified to its full satisfaction for so doing.

Article XIII: The Trustee hereunder may resign from the trust hereby created, by notice in writing to the Company, given three months before such resignation is to take effect, or such shorter time as the Company may accept as sufficient notice, and in case of a vacancy in the office of Trustee, a successor may be appointed by the holder or holders of a majority of the bonds then outstanding, by an instrument in writing, duly signed, and acknowledged by them, which instrument shall be filed and recorded in the office of the County Clerk in each of the Counties in the State of Oklahoma, in which any of the property covered by this indenture is located. In case the holder or holders of a majority of the bonds, do not agree upon the appointment of a Trustee, within thirty days after such vacancy shall occur, then the Company, or the holder or holders of any of said bonds, may apply to any Court of original jurisdiction in Tulsa County, Oklahoma, for the appointment of a new Trustee, upon such notice as the Court shall prescribe to be given, and such Trustee so appointed by said majority in interest of said bond holder or holders, or by said Court, shall on its or his acceptance of said appointment thereby and thereupon become and be vested with all the powers, rights, estates and interest granted to or conferred upon the party of the second part, Trustee by these presents, without any further conveyance whatever.

In witness whereof, the said Standard Machine and Tool Company, a corporation, has caused these presents to be signed by its President, sealed with its corporate seal and attested by its Secretary for and in behalf of it: and the said Central National Bank of Tulsa, to evidence its acceptance of the trust hereby created, has caused these presents to be signed by its Trust Officer on the day and year first above written.

(Corp. Seal) STANDARD MACHINE AND TOOL COMPANY,

By J. R. McCoy, President.

Attest: E. G. McCoy, Secretary.

THE CENTRAL NATIONAL BANK OF TULSA, Trustee,