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the case may be, and of whatever may be payable for any other purpose required by any provisions of this Indenture, possession of the mortgaged property and premises shall be returned to the Company or to whomever shall be entitled thereto.

SECTION 3. If one or more of the events of default shall happen, then, unless all the principal of the First Mortgaged Bonds shall already have become due, the Trustee, by notice in writing delivered to the Company, may, and upon the written request of the holders of a majority in amount of the First Mortgage Bonds then outstanding shall, declare the principal of all the First Mortgage Bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Indenture or in said bonds contained to the contrary notwithstanding. This provision, however, and likewise Section 5 of this Article Fifth, is subject to the condition that, if at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the trust estate shall have been made, all defaults shall have been made good and all arrears of principal and interest upon all the First Mortgage Bonds, with interest on overdue installments of principal and interest at the rate of six per cent. per annum, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, shall either be paid by or on behalf of the Company or be collected out of the trust estate, then and in such case the holders of a majority in amount of the First Mortgage Bonds then outstanding, by written notice to the Company, and to the Trustee, may waive such default and its consequences and all legal proceedings or other foreclosure proceedings shall thereupon be stayed; but any such waiver shall not extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 4. If one or more of the events of default shall happen, the Trustee with or without entry, personally or by attorney in its discretion, either

(a) May sell to the highest bidder, all and singular the property and premises then subject to this Indenture, including stocks, rights, franchises, interests and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof, which sale or sales shall be made at public auction at such place in the City of Tulsa, State of Oklahoma, or at such other place or places, and at such time and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; or

(b) May proceed to protect and to enforce its rights and the rights of the holders of the First Mortgage Bonds under this Indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate, legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of its rights or duties hereunder or the rights of the holders of the First Mortgage Bonds.

SECTION 5. Upon the written request of the holders of thirty-five per cent. in amount of the First Mortgage Bonds then outstanding, in case one or more of the events of default shall have happened, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the First Mortgage Bonds, and to exercise the power of entry or of sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the First Mortgage Bonds; but such action or proceedings shall not proceed if, and as under the conditions provided by Section 3 of this Article Fifth, the holders of a majority in amount of said bonds shall waive such default and its consequences.