

property, or for salaries or non- payment of salaries, during any period wherein the Trustee shall be in possession of and be managing the mortgaged premises.

~~CONFIDENTIAL~~ The Trustee shall be protected in acting upon any resolution, vote, declaration, request, demand, order, notice, waiver, appointment, consent, certificate, affidavit, statement, bond or coupon, or upon any other paper or document believed by it to be genuine and to have been passed, signed, executed, acknowledged, verified or delivered by the proper party.

Whenever no other provision is made in this Indenture as to evidence upon which the Trustee may act or refrain from acting, the Trustee may accept as evidence of any fact a certificate signed in the name of the Company by its President, or one of its Vice-Presidents, and by its Secretary, or one of its Assistant Secretaries, or by its Treasurer, or one of its Assistant Treasurers, or by its Auditor and under its corporate seal.

SECTION 2. In case under any of the provisions of this Indenture any moneys, the application of which is optional with the Company, shall remain in the possession of the Trustee without the exercise of such option by the Company, for a term of one month, it shall be the duty of the Trustee to invest the same in such securities as are in its judgment safe investments for trust funds and to collect the income therefrom and add the same to the sinking fund herein provided for, the same to be credited against the sinking fund payments herein required to be made by the Company. But the principal thereof shall remain subject to the exercise of said option by the company; and upon the exercise thereof the Trustee shall apply such securities, or the proceeds of the sale thereof, as the Company may proper elect under the terms hereof. The Trustee shall not be in any way liable for any loss resulting from any such investment made by it in good faith under the provisions of this Section.

SECTION 3. The Trustee may resign, and be discharged from the trust created by this Indenture by giving to the Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, on a day not less than ten days, nor more than twenty days prior to the date so specified, in one daily newspaper of general circulation at that time published in the City of Tulsa, State of Oklahoma. Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, either by the bondholders or by the Company, in which event such resignation shall take effect immediately upon the appointment of such successor trustee. Any trustee hereunder may be removed at any time by an instrument in writing filed with the Trustee for the time being under this Indenture and executed by the holders of a majority in amount of the First Mortgage Bonds then outstanding.

SECTION 4. In case, at any time, the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in amount of the First Mortgage Bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact duly authorized, but until a new trustee shall be appointed by the bondholders as herein authorized, the Company may, by proper instrument in writing, executed under its corporate seal by order of its Board of Directors, appoint a trustee to fill such vacancy. The Trustee, and every successor trustee, shall be exempt from giving any bond or surety in respect of the execution of the trusts or powers herein contained, or otherwise in respect of the premises.

In like manner, in case at any time under the laws of any State in which the Company now owns or may hereafter acquire property, which is or shall become subject to the lien hereof, it shall be or become necessary to appoint, for the purpose of this Indenture, an additional trustee resident in such State, the holders of a majority in amount of the First Mortgage Bonds then outstanding, may, by an instrument, or concurrent instruments,