

signed by such bondholders or by their attorneys in fact thereunto duly authorized, appoint such additional trustee; and in default of such appointment, the Company may make such appointment, but subject to be superseded by a subsequent appointment by such bondholders. Upon such appointment of such additional trustee, the Company shall forthwith execute and deliver and cause to be properly recorded such an instrument or instruments in favor of such trustee, as, being advised by counsel, it shall deem necessary or proper in order to subject to the lien of this Indenture the property situate in such State.

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After any such appointment by the Company, it shall cause notice of such appointment to be published once a week in each of four consecutive weeks in one daily newspaper of general circulation at that time published in the City of Tulsa, in the State of Oklahoma; but any new trustee so appointed by the Company shall immediately and without further act be superseded by a trustee appointed in the manner above provided by the holders of a majority in amount of the First Mortgage Bonds then outstanding.

SECTION 5. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company an instrument accepting such appointment hereunder, and thereupon such successor trustee without any further act, deed or conveyance, shall be vested with the estate, authority, rights, powers and duties herein provided in that behalf of the predecessor trustee, and be entitled to the immediate delivery by the predecessor trustee, of any part of the trust estate, in the hands or under the control of such predecessor trustee, and all the estate, right, title and interest of such predecessor trustee in the trust estate shall wholly cease and determine; provided, however, that the lien of such predecessor trustee, making such delivery of the trust estate, given by Section 1 of this Article Ninth for its compensation and expenses, liabilities or damages, shall continue unimpaired; but nevertheless, the Company, its and their successors and assigns, will in any and every such case execute, upon request of such successor trustee, any such deeds, conveyances or assurances as shall, in the judgment of such successor trustee, be desirable or necessary to enable the trustee so appointed to execute the trust by this Indenture created as fully and completely as if such appointed trustee had been originally Trustee; and in every case of resignation by a trustee, or of removal of a trustee, trustee so resigning or removed shall, at the request of the Company, its successors and assigns, or of trustee so appointed, make and execute such deeds, conveyances or assurances to its successors. All the conveyances hereinbefore provided for shall be at the cost of the Company, its successors or assigns.

ARTICLE TENTH .

POSSESSION UNTIL DEFAULT--JEFEEASANCE CLAUSE.

SECTION 1. Until some default shall have been made in the due and punctual payment of the interest upon, or of the principal of, the First Mortgage Bonds at any time outstanding or of some part of such interest or principal, or until some default shall have been made in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the company, and such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, the Company, its successors, lessees and assigns, shall be suffered and permitted to retain actual possession of all the property subject to this Indenture, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls earnings, income, rents, issues and profits thereof.

SECTION 2. If, when the First Mortgage Bonds shall have become due and payable, or shall have been called for redemption as herein provided, the Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest due upon all of the First Mortgage Bonds and coupons then outstanding, or shall provide for the payment of such