

assessment or penalty, or by any legal or equitable proceeding by virtue of any statute or otherwise, it being especially agreed and understood that this Indenture and the obligations hereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by, incorporators, stockholders, officers or directors of the Companies, or either of them, or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this Indenture, or in any of the bonds or coupons hereby secured, or implied therefrom; and that any and all personal liabilities of every name and nature of, and any and all rights and claims against every such incorporator, stockholder, officer or director, whether arising at common law or in equity, or created by statute or constitution, are hereby expressly released and waived as a condition of, and as a part of the consideration for, the execution of this Indenture and the issuing of the Bonds and interest obligations secured thereby; but nothing herein or in said bonds shall be construed as affecting or impairing the obligation of the Oklahoma Company (though a stockholder of the Delaware Company) as co-maker of said bonds.

ARTICLE VII.

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Any request, direction or other instrument required or authorized by this indenture to be signed and executed by bondholders may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument, or of the writing appointing any such agent, and of the ownership of bonds, if made in the following manner, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee, with regard to any action taken by it under such request.

The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws, thereof, has power to take acknowledgements within said jurisdiction, to the effect that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

The fact of the holding of bonds hereunder by any bondholder, and the amount and issue number of any such bonds and the date of his holding the same (unless such bonds be registered) may be proved by the affidavit of the person claiming to be such holder, if such affidavit shall be deemed by the Trustee to be satisfactory, or by a certificate executed by any trust company, bank, banker or any other depository (wherever situated) if such certificate shall be deemed by the Trustee to be satisfactory showing that at the date therein mentioned such person had on deposit with such trust company, bank, banker, or other depository the bonds described in such certificate. The ownership and holding of registered bonds shall be proved by the bond register.

For all purposes of this Indenture and of any proceedings for the enforcement thereof, any such person shall be deemed to continue the holder of such bonds until the Trustee shall have received notice to the contrary in writing, and any request or other instrument signed or executed by such person while holding bonds secured hereby shall, insofar as the Trustee may be concerned, bind all future holders of the same bonds.

But nothing in this Article contained shall be construed as limiting the Trustee to the proof hereinbefore specified, it being intended that the Trustee may accept any other evidence of the matters herein stated which, to it may seem sufficient.