

of such tax by such tax by such holder and within nine (9) months after said tax shall have become due and payable. The Oklahoma Company shall not be liable to reimburse such holder for any such tax unless such request be made and evidence submitted within the said period of time and it shall in no event be required to reimburse any holder in any calendar year for any sum in excess of the respective amounts hereinbefore mentioned in clauses (a), (b) and (c) of this Section, in respect of which such tax was paid and reimbursement requested, nor directly or indirectly to reimburse any such holder for any interest or penalty assessed upon or paid by him in addition to the amount of such tax as originally assessed. On receipt of any such request for reimbursement and submission of such evidence, the Oklahoma Company shall within thirty (30) days thereafter pay to the noteholder making such request, a sum sufficient to reimburse such holder, as herein provided.

#### COMPARED

SECTION 3. In order to prevent any accumulation of coupons or claims for interest after their maturity, the Companies and each of them covenant and agree that neither they nor any of them will directly or indirectly extend or assent to the extension of the time for payment of any coupons or claims for interest on any of the notes secured hereby by purchase or funding of such coupons or claims for interest or by any other arrangement. In case the time for payment of any such coupon or claim for interest shall be so extended, such coupon or claim for interest shall not be entitled in case of any default hereunder to the benefit or security of this Indenture, except subject to the prior payment in full of the principal of all notes issued and outstanding hereunder, and of so much of the accrued interest thereon as shall not be represented by such extended coupons or claims for interest. No coupon belonging to or appertaining to any of the notes issued hereunder, which in any way at or after maturity shall have been transferred or pledged separately or apart from the note to which it relates, shall, unless accompanied by such note, be entitled, in case of any default hereunder and distribution by the Trustee, to any benefit by or from this Indenture except after the prior payment in full of the principal of all the notes and coupons not so transferred or pledged.

SECTION 4. The Companies and each of them covenant (1) that, subject to the underlying mortgages on the property of the respective Companies, and except as to that part of the mortgaged and pledged property which may be hereafter acquired, the Companies are now well seized of their respective premises and property and rights herein mortgaged and pledged or intended so to be, and have good right, full power and lawful authority to grant, bargain, sell and warrant, and to convey, mortgage and pledge the same in the manner and form herein done or intended, and that they have and, subject to the provisions hereof, will preserve good and indefeasible title to all the mortgaged and pledged property and will warrant and forever defend the same to the Trustees against the claims of all persons whomsoever; (2) that the Companies and each of them will promptly pay all lawful taxes, charges and assessments at any time levied or assessed upon or against their respective mortgaged and pledged property and the interest of the Trustees and the noteholders in the same, including all taxes on the franchises, earning and business of the Companies, and if any subsidiary corporation shall fail to pay any taxes, charges or assessment levied or assessed upon its property or upon the income and profits thereof, then the Companies will either pay the same or will acquire and will transfer to the Trustees the claim therefor or will make adequate provisions for the satisfaction or discharge thereof; provided, however, that nothing contained in this Article shall require the Companies to pay, acquire or make provision for any tax, assessment, lien or charge so long as the Companies in good faith shall contest the validity thereof and shall furnish the Trustees security satisfactory to them for the payment thereof; (3) that there are not now outstanding, and that the Companies and each of them will not at any time create