

be in coupon form, payable to bearer, with all unmatured coupons attached.

**COMPARED** SECTION 2. Unless the Companies, or any of them, shall be in default hereunder, the Oklahoma Company shall be entitled to receive the interest as it becomes due upon any and all of the pledged notes, and the Trustee shall cancel and deliver to the Oklahoma Company any coupons representing such interest. In case the Companies, or any of them, shall be in default hereunder, the Trustee shall not surrender or cancel any coupons or claims for interest on the pledged notes except upon receipt of payment thereof and shall retain any sum which may be due and paid for interest on the pledged notes as a part of the trust estate for the benefit of the holders of the notes issued hereunder. In case any such default shall have been waived, or made good, as provided in this Indenture, the right of the Trustee to receive or retain such interest shall terminate as though no such default had taken place.

SECTION 3. In case at any time any of the pledged notes deposited with the Trustee under the terms of this Indenture shall be called for redemption in accordance with the provisions contained in said pledged notes or in the Trust Agreement under which said notes have been issued, authorizing their redemption without the assent of the holder, the Trustee shall surrender the pledged notes so called for redemption and the proceeds obtained or resulting therefrom shall be forthwith delivered to or deposited with the Trustee. Any cash so received by the Trustee shall be applied by the Trustee as soon as possible to the purchase of notes issued hereunder at the lowest prices available, not in excess of the then redemption price of said notes, and so far as not so used within sixty (60) days, shall if in excess of Ten Thousand Dollars (\$10,000), be applied to the redemption of notes issued hereunder at the then redemption price, in accordance with the provisions of Article Four of this Indenture.

All notes so purchased or redeemed shall be canceled by the Trustee and delivered to the Treasurer of the Oklahoma Company or on his written order.

SECTION 4. In case evidence is submitted to the Trustee satisfactory to it that all of the Bond Secured Eight per Cent Convertible Gold Notes of the Oklahoma Company other than those pledged hereunder have been satisfied and paid, then upon the written request of the Oklahoma Company, signed by its President or a Vice President and Secretary or an Assistant Secretary, the Trustee hereunder shall surrender for cancellation all the pledged notes upon evidence being submitted to the Trustee satisfactory to it that upon such surrender there will be satisfied and canceled of record, (1) the Trust Agreement under which said pledged notes were issued, and (2) the Trust Indenture securing the General Mortgage Bonds of the Oklahoma Company.

SECTION 5. In case of default occurring with respect to any covenant or condition in any of the pledged notes, or in the Trust Agreement securing the same, the Trustee may take such steps as it may deem necessary or proper with respect thereto in order to protect the rights of the holders of the notes issued and then outstanding hereunder.

SECTION 6. It is understood and agreed that all of the securities (other than the pledged notes referred to in this Article) pledged by the respective Companies in and by this Indenture are subject to the respective liens of the underlying mortgages upon the property of the respective Companies, and that said securities are or shall be pledged under said mortgages, in accordance with the provisions thereof.

#### ARTICLE SIX.

##### REMEDIES UPON DEFAULT

SECTION 1. In case (1) default shall be made in the due and punctual payment of any interest on any note hereby secured and outstanding, and any such default shall continue for a period of sixty days; or (2) default shall be made in the due observance or performance of any other covenant, condition or agreement herein required to be kept or performed by the