

power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE SEVEN.

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

SECTION 1. Whenever the Companies, or any of them, shall have sold or exchanged or contracted to sell or exchange any part or parts of the property hereby mortgaged and pledged, except the Bond Secured Eight Per Cent Convertible Gold Notes of the Oklahoma Company, pledged hereunder, the Trustees upon and in accordance with a written request of such Company or Companies, signed by the President or a Vice President and attested by the Secretary or an Assistant Secretary, under the corporate seal, may execute a release of such property, or if such property shall be in the possession or control of the Trustees, or either of them, may surrender such property; provided, however, that

(1) This Section shall not be construed to authorize the release of the mortgaged property as an entirety, or substantially as an entirety.

(2) In the case of property sold, the same shall be for cash and the proceeds from the sale thereof shall on or before delivery of the release of such property be deposited with the Trustee, provided that if any property so sold shall be covered by any mortgage or other instrument the lien of which thereon shall be prior to that of this Indenture, the proceeds from the sale of such property may be deposited with the mortgagee or trustee under such prior mortgage or other instrument to be held and applied in accordance with the provisions thereof, the respective Companies hereby agreeing and directing that upon the satisfaction or release of such prior mortgage or other instrument, any such proceeds from the sale of the released property remaining in the possession or control of such mortgagee or trustee, shall be forthwith paid to and deposited with the Trustee to be held and applied in accordance with the provisions of this Section 1. The cash proceeds of the sale of any released property deposited with the Trustee under any of the provisions of this Section 1, shall be held by the Trustee as part of the mortgaged property and shall be paid out from time to time upon checks or drafts drawn by the Company so selling its property, for the purpose of paying the actual and reasonable cash cost of replacing part or all of the property released, or to reimburse such Company for actual and reasonable expenditures for extensions of, and additions to, its plants properties and equipment. In the case where such moneys are to be withdrawn for the purpose of paying the reasonable cost of replacing part or all of the property released, such Company shall deliver to the Trustee sworn statements of its President or a Vice President, and of its Treasurer or an Assistant Treasurer, showing that such orders are drawn for such purpose and setting forth in reasonable detail the replacements in question. In the case where such moneys are to be withdrawn to reimburse such Company for actual and reasonable expenditures on account of extensions of or additions to its plants, property and equipment, such Company shall deliver to the Trustee the sworn statement provided for in Subdivision III of Section 4 of Article Two, and the instruments provided for in Subdivision VI of Section 4 of Article Two of this Indenture, with such changes as may be appropriate. All such checks and drafts of such Company for the payment of such cash shall be signed by such Company, by its President or a Vice President, and by its Treasurer or an Assistant Treasurer. The Trustee, however, shall have the right but shall not be obliged to require such Company to furnish such further evidence in the premises as the Trustee may deem necessary in order to establish the right of such Company to the payment of any such checks or drafts. Any property acquired by purchase with the cash proceeds from the sale of the released property, as hereinabove in this Subsection (2) of Section 1 of Article Seven provided, ipso facto, shall become and shall be subject to the lien of this Indenture as fully as if specifically mortgaged hereby; but if requested by the Trustee, such Company will convey the same to the Trustees