

of a majority in amount of the notes hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by such holders or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Companies by an instrument executed by order of their respective Boards of Directors, and signed by their respective Presidents or Vice President, and attested by their respective Secretaries or Assistant Secretaries, under their respective corporate seals, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the noteholders in the manner above provided; and any such temporary Trustee so appointed by the Companies shall immediately and without further act be superseded by the Trustee so appointed by such noteholders. Every such successor Trustee so appointed by the Companies shall be a bank or trust company in good standing and having a capital and surplus of not less than Three Million Dollars, (\$3,000,000) if there be such a bank or trust company willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 8. The Co-Trustee may resign the trust hereby created and become and remain fully discharged from all further duty or responsibility hereunder upon giving sixty (60) days' notice in writing to the Oklahoma Company, or such shorter notice as the Oklahoma Company may accept as sufficient, in which notice there shall be stated the date when such resignation shall take effect; and such resignation shall take effect on the date specified in said notice unless previously a successor Co-Trustee shall be appointed, as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Co-Trustee. The Co-Trustee may be removed at any time by an instrument in writing signed by the person who shall at the time be the President of the Trust Company or bank then acting as Trustee hereunder and duly acknowledged and filed for record in each place where this Indenture shall have been recorded. In the event of the death, removal, resignation or incapacity to act of the Co-Trustee, a successor Co-Trustee may be appointed by the person who shall at the time be the President of the trust company or bank then acting as Trustee hereunder by an instrument in writing duly acknowledged and filed for record in each place where this Indenture shall have been recorded. Every successor Co-Trustee shall (if qualified so to act) be an individual who is an officer of the trust company or bank then acting as Trustee hereunder.

SECTION 9. Any successor Trustee or Co-Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Companies and each of them, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee or Co-Trustee, without any further act, deed or conveyance, shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its or his predecessor; but such predecessor shall, nevertheless, on the written request of the Companies, or any of them, or of its or his successor, execute and deliver an instrument transferring to such successor Trustee or Co-Trustee, all the estate, properties, rights, powers, and trusts of such predecessor hereunder, and shall duly assign, transfer and deliver all property, securities and moneys held by it or him to its or his successor. Should any deed, conveyance or instrument in writing from the Companies or any of them be required by any successor Trustee or Co-Trustee for more fully and certainly vesting in such successor Trustee or Co-Trustee the estate, rights, powers and duties hereby vested in the Trustee or Co-Trustee, any and all such deeds, conveyances and instruments in writing, shall, on request, be executed, acknowledged and delivered by the Companies and each of them. The resignation of any Trustee or Co-Trustee and the instrument or instruments removing any Trustee or Co-Trustee and appointing a successor Trustee or Co-Trustee hereunder, together with all deeds, conveyances, and other instruments provided for in this Article, shall forthwith, at the expense of the Companies,