

secured, which appointment shall be made in writing, signed by such majority or by their attorneys in fact duly authorized, and until such appointment by such majority the then acting President of the Exchange National Bank of Tulsa, Oklahoma, shall act as such Trustee. The Trustee hereunder, or any successor, shall execute, acknowledge and deliver a written instrument to the Company evidencing acceptance of such office or appointment hereunder and shall thereupon become fully vested with all of its right, title and interest in the Trust Estate hereby conveyed with like effect as if such Trustee had been originally named as Trustee herein. Any Trustee ceasing to act hereunder shall, on the request of the Company, or of any successor, execute and deliver on instrument transferring to such new Trustee all of the rights, titles and properties herein expressed or contemplated, and shall duly assign transfer and deliver all the Trust Estate to the succeeding Trustee.

(22) By executing this instrument Exchange Trust Company, the Trustee herein named, as the party of the second part, hereby accepts the trust created and agrees faithfully to execute the same upon the following conditions:

(a) That said Trustee may employ and act through agents or attorneys in any matter relating to this trust, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it, provided only that such agent or attorney shall have been selected with reasonable care.

(b) The Trustee shall not be liable or responsible for insuring the Trust Estate or for renewing any policy of insurance or be bound to ascertain or inquire as to the performance or observance of any of the covenants or agreements to be performed by the Company, or to ascertain whether or not all taxes, charges, assessments or liens which should be paid and discharged for the benefit of the Trust Estate, but the Trustee may at its option make or renew such insurance or pay and discharge any such taxes, charges, assessments or liens in case of default in any such respect by the Company and shall be entitled to reimbursement from the Company.

(c) The Trustee shall not be under any obligation to inspect the Trust Estate from time to time to ascertain whether or not the same is being preserved, maintained and cared for as the Company herein agrees to do until a written request is presented to it by the holders or owners of at least one-third of the outstanding bonds requesting that the Trustee do so, and in case any expense is incurred by the Trustee in the performance of such duty the Company shall reimburse the Trustee therefor but no such request shall in any way limit any right or discretion herein given to the Trustee to determine whether or not the Trustee shall take notice of or action upon any breach, default, miscarriage, refusal or neglect of the Company in failing to comply with any of the provisions of this instrument.

(d) The Company hereby agrees to furnish the Trustee with all such information desired by the Trustee pertaining to the management, control and operation of the business of the Company during the existence of this deed of trust, from which can be ascertained the true condition of the affairs of the Company, and it also agrees at all reasonable times to give the Trustee access to its books and records for the purpose of gathering such information and data as in the judgment of the Trustee it should have to ascertain the true condition of the Company's affairs.

(e) The Trustee shall be liable only for its own fraud, misrepresentation, willful misconduct or gross negligence and a failure to execute the duties herein imposed in a reasonable and business-like manner.

(f) The Trustee shall, upon demand, be reimbursed by the Company and be indemnified against any liability, costs, damages or expenses which may be sustained or incurred by it in the execution of the obligations herein created, including the necessary reasonable

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