

It is further understood and agreed by and between the parties hereto that the trustee shall not be answerable for any default or miscarriage or any agent or attorney by it appointed hereunder, if such agent was selected with reasonable care, or for any error or mistake of judgement made by it in good faith, but shall only be liable for its own wilful misconduct or gross negligence in the execution of said trust.

The Trustee may be removed by an instrument or instruments in writing executed by the holders of two thirds in amount of the bonds secured hereby, and then outstanding. In case at any time hereafter the said Trustee hereafter appointed shall resign, be removed, or otherwise cease to act, a successor may be appointed by a majority in interest of the holders for the time being of the bonds secured hereby and outstanding by an instrument or concurrent instrument signed by said bondholders or their attorneys in fact duly authorized; Provided, nevertheless, and it is hereby agreed and declared, that in case <sup>there</sup> ~~there~~ shall at any time be a vacancy in the office of the Trustee hereunder, the Hotel Company may, by an instrument executed by order of its Board of Directors, appoint a Trustee to act until a new Trustee shall be appointed by the Bondholders, but any new Trustee appointed by the bondholders shall immediately and without further act supersede any Trustee appointed by the Hotel Company.

Any new Trustee, so appointed hereunder, shall execute, acknowledge and deliver to the predecessor Trustee, last in office, an instrument accepting such appointment hereunder, and thereupon such new Trustee shall become vested with all the property, rights, duties and trusts of a Trustee hereunder, and with like effect as if named Trustee herein, and without any further act, deed or conveyance, <sup>but the Trustee ceasing to act shall nevertheless</sup> on the written request of the new Trustee, execute an instrument transferring to such new Trustee upon the trusts herein expressed, all the property, rights and privileges hereunder of the Trustee so resigning or removed.

It is understood and agreed that the Word "Trustee", as used in this instrument, shall be held and construed to mean the party of the second part, or its successors or <sup>successors</sup> ~~assigns~~ for the time being in the trust hereby created, and that the words "Hotel Company" shall be held and construed as including the lawful successors and assigns of the said Robinson Hotel Realty Company, being the owners for the time being of the premises hereby mortgaged and conveyed.

The party of the second part signifies its acceptance of the trust hereby created by joining in the execution of this indenture.

IN WITNESS WHEREOF, The said Robinson Hotel Realty Company has caused these presents to be signed by its President and attested by its Secretary, and said Union Trust Company has caused these presents to be signed by its President and attested by its Secretary and their respective corporate seals to be hereto attached, as of the first day of July A. D. , 1909.

(CORPORATE SEAL)

Attest: O. L. James, Secretary.

ROBINSON HOTEL REALTY COMPANY

By W. N. Robinson, Its President.

(CORPORATE SEAL)

Attest H. C. Ashby, Secretary.

UNION TRUST COMPANY.

By J. W. McCloud/ President.

STATE OF OKLAHOMA, )  
                                  ) SS.  
T U L S A COUNTY. )

Before me, a Notary Public, in and for said County and State, on this 30 day of June 1909, personally appeared W. N. Robinson, to me known to be the identical person who subscribed the name of the maker thereof, Robinson Hotel Realty Company, to the fore-