

be full and absolute authority to the said trustee to consent to the sale or exchange of such Property and to execute and deliver such conveyance or other instrument as is necessary to release said Property from the lien and operation of these Presents.

The trustee hereby is authorized and empowered to pay over any moneys which may come into its possession under the provisions of this article to the company, or, on its order from time to time upon a request and certificate signed by the President and verified by the affidavit of the secretary or other chief officer of the company, setting forth the purchase of the other Property as hereinabove provided the cost of same and that it has received and has possession of the same; Provided, however, that in case the Property so purchased is real Property, such request and certificate shall be accompanied by a good and sufficient instrument subjecting such Property to the lien and operation of these Presents.

Article VI: It is covenanted and agreed that if the bonds issued hereunder shall be registered on the books of the said trust company, such registration also to be noted on the bonds themselves. They shall then pass only by transfer on the books of the company noted also on the bonds. The coupons, shall in all cases, be negotiable by delivery and the company agrees that it will at all times, so long as the bonds issued hereunder, or any of them remain outstanding and unpaid, cause to be kept at the office of the trustee in Tulsa, Oklahoma, or at the office of its successor as trustee hereunder, suitable books for the registration and transfer of such bonds as may be presented for the purpose, and the company hereby constitutes and appoints the Colonial Trust company and its successor in trust, its bond registrar and transfer agent, with all powers usual and proper in such cases.

All covenants conditions, stipulations, promises and agreements in this indenture, contained by or on behalf of the company shall bind and be binding upon its successors and assigns, whether so expressed or not; and the word "trustee" as used in this instrument shall be construed to mean the trustee for the time being hereunder whether original substituted or not, and such trustee shall be vested with and entitled to all the estate, powers, rights, benefits, and indemnities granted hereby to the trustee named herein, in accordance with the provisions hereof.

Article VII: The company hereby further covenants and agrees that it will pay or cause to be paid the bonds herein mentioned and the interest thereon, at the time and place and in the manner herein and in said bonds provided, without deduction for any tax or taxes which the company may pay or be required to pay thereon or retained therefrom, and that it will pay or cause to be paid, all taxes, levies and assessments imposed or assessed, or which may thereafter be imposed or assessed, upon the premises, property, railroad, rights, stocks, bonds, franchises, and privileges hereby conveyed or intended so to be, and also any tax upon the interest payable on said bonds and each of them represented by the coupons annexed thereto, and any tax upon said bonds, or this instrument which may be levied or imposed thereon by the government of the United States or by the state of Oklahoma, and also any other tax assessment, lien encumbrance, or other charge which may lawfully be imposed upon said premises, property, railroad, rights, stocks, bonds, franchises and privileges, or any part thereof, the lien whereof might or could be prior to the lien of these Presents, or upon the income and profits thereof; and that it will insure and keep insured in responsible insurance companies its insurable property to the same extent and in the same manner as like companies similarly situated insure their property and pay the premiums thereon; and that in default of any of the matters of payments aforesaid by the company the trustee, or holder of any bond secured hereby may pay the same without prejudice, however, to any rights of the trustee hereunder by reason of such default in payment by the company, and when so paid, the amount thereof, with six per cent interest thereon from the date of payment, shall become a lien prior to the said bonds upon the premises hereby con-