

hereby made for a description of the properties mortgaged, the nature and extent of the security, the rights of the holders of said bonds under the indenture, and the terms and conditions governing the issuance and security of said bonds, to which terms and conditions the holder hereof by the acceptance of this bond consents. If any installment of interest hereon shall remain unpaid for a period of sixty days after the same shall become payable, or if the Company shall fail for a period of sixty days to observe or perform any of its obligations under said indenture, the principal of this bond may be made to become at once due and payable in the manner and with the effect, and subject to the conditions provided in said indenture. At the option of the Company and upon the notice and in the manner and with the effect provided in said indenture, this bond may be redeemed or purchased by the Company.

(here insert provisions as to time for and terms of redemption or purchase.)

No recourse shall be had for the payment of the principal or interest of this bond against present or former or future stockholders, officers, or directors of the Company, or any of them, either directly or through the Company, by virtue of any statute or any representation, expressed or implied, or any rule of law, or the enforcement of any assessment, or otherwise. This bond shall pass by delivery unless registered in the holder's name at the office of the Corporate Trustee on registry books to be kept for the purpose at such place, such registration being noted hereon as provided in the indenture, after which no transfer of this bond shall be valid unless made on said books by the registered holder in person or by his attorney duly authorized and similarly noted on the bond; but this bond may be discharged from registry by being in like manner transferred to bearer, whereupon transferability by delivery shall be restored; and this bond may again and from time to time be registered or transferred to bearer as before. Such registration, however, shall not affect the negotiability of the coupons which shall always be transferable by delivery and be payable to bearer. This bond shall not be obligatory for any purpose until the Corporate Trustee's certificate endorsed hereon shall have been duly executed by the Corporate Trustee, or its successor in trust.

IN WITNESS WHEREOF, The Company has caused this bond to be executed in its name by its President or by a Vice-President, and has caused its corporate seal to be hereto affixed, attested by its Secretary or by an Assistant Secretary, and has caused the interest coupons hereto annexed to be authenticated by the fac-simile of the signature of a Treasurer of the Company, as of the -----day of -----, A. D. 19-----.

OKLAHOMA POWER COMPANY,

By-----

Attest:

-----President.

-----Secretary.

AND, WHEREAS, At the time of the issue thereof there are to be attached to each of the bonds hereby secured coupons representing the future installments of interest from time to time to become due thereon, and, except as otherwise provided in Article Twelve hereof, each such coupon is to be substantially in the following form (which was the form for interest coupons adopted by said resolution of said Board of Directors) to-wit:

(Form of Coupon)

----- Series----- No.-----
On the -----day of -----, 19-----, unless the bond to which this coupon is attached shall have been previously redeemed, Oklahoma Power Company will pay to the bearer----- Dollars in gold coin at the office of The New York Trust Company