

SECTION 3. Each bond which may be issued hereunder, by any such successor corporation may contain recitals or statements regarding the fact of succession in ownership and the right of the successor corporation to issue the same hereunder, and may exhibit such other variations from the form of bond hereinbefore set forth (without, however, changing any of the essentials of the obligation), as may be proper to make its provisions conform to the fact that it is issued by such successor corporation instead of by the Company; and the coupons of every such bond and the Corporate Trustee's certificate for the authentication thereof may exhibit such changes from the respective forms of coupon and Corporate Trustee's certificate hereinbefore set forth, as may be proper to make them conform to the changes in the bond.

SECTION 4. All the bonds issued under the provisions of this Article by any such successor corporation shall in all respects have the same legal rank and security as, and shall be on an equality with, the bonds theretofore issued in accordance with the terms of this mortgage. The expression "the Company," wherever used in this mortgage, shall be deemed to embrace successors and assigns of the Oklahoma Power Company, except where inappropriate or inconsistent. Unless otherwise expressly provided the word "Company" for every purpose of this mortgage, including the issue and use of any and all bonds, shall include and mean not only Oklahoma Power Company, but also any and every such successor, and every such successor shall possess and from time to time may exercise each and every right and power hereunder of the Company in its name or otherwise, except as herein otherwise provided, and any act or proceeding by any provision of this mortgage required to be done or performed by any board of directors or officers of the company or by the Company, may be done and performed with like force and effect by the board of directors or like officers of any corporation that shall at any time be the successor of the company, or the successor corporation itself.

ARTICLE THIRTEEN.

Whenever any of the expressions "the Trustees," "Corporate Trustee" or "Co-Trustee" is used in this instrument, or in the bonds or coupons, such expression shall be held to include and mean the Trustees, Corporate Trustee or Co-Trustee (as the case may be) for the time being under the terms of this instrument, whether the original or some successor or substitute. In case the Corporate Trustee hereunder shall become legally consolidated with any other corporation, the consolidated corporation shall thereby become and be the Corporate Trustee under this instrument. The Trustees shall not be responsible for the correctness of any of the recitals or representations in this instrument or in said bonds contained or with respect to the disposition of the proceeds of the bonds secured hereby. It shall be no part of the duty of the Trustees to see to the execution, acknowledgment or recording of this instrument or any supplemental instrument, as a mortgage or conveyance of real or personal estate, or to do any other act which may be suitable and proper to be done to make this instrument or any supplemental instrument, a lien or to continue, extend or supplement such lien, or for giving notice of the existence of such lien; nor shall the Trustees have any responsibility as to the validity of this instrument, nor as to the amount or extent of the security afforded by the property hereby conveyed, nor as to the validity or priority of any bonds issued hereunder, nor as to the performance by the Company of any of its covenants or obligations hereunder. It shall be no part of the duty of the Trustees to see to the insurance of any part of the property hereby mortgaged, or to effect such insurance itself, or to require the deposit with it of insurance policies or to pay or keep itself advised as to the payment of rent, taxes or assessments of