

~~COMPARED~~ No recourse shall be had for the payment of the principal or interest of this bond, or for any claim based hereon, or otherwise in respect hereof, or of the Mortgage to or against any incorporator, stockholder, officer or director, past, present or future, of the Company, either directly or through the Company, by virtue of any representation, express or implied, or under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators stockholders, directors and officers being released by the holder hereof by the acceptance of this Bond, and being likewise waived, and released by the terms of the Mortgage.

This bond is transferable by the registered holder hereof in person or by Attorney duly authorized, at the office of the Trustee in the City of Chicago, State of Illinois, upon surrender and cancellation of this bond, and thereupon a new registered bond, without coupons, of the same amount, series and maturity date, will be issued to the transferee in exchange herefor.

This bond shall not be entitled to any security or benefit under the Mortgage and shall not become valid or obligatory for any purpose until it shall have been authenticated by the execution of the certificate, hereon endorsed, by the Trustee, or its successor in trust, under the Mortgage.

IN WITNESS WHEREOF, the Company has caused this bond to be executed in its name by its President or one of its Vice Presidents, and has caused its corporate seal to be hereto affixed, attested by its Secretary or by an Assistant Secretary, this ____ day of ____, 19__.

ATTEST:

Secretary.

PUBLIC SERVICE COMPANY OF OKLAHOMA,
By: _____
President.

AND, WHEREAS, on each of the bonds to be issued hereunder there is to be endorsed a certificate to be executed by the Trustee, which certificate is to be substantially in the following form, to-wit:

(FORM OF TRUSTEE'S CERTIFICATE)

This bond is one of the bonds, of the series designated thereon, referred to and described in the within mentioned Mortgage.

Trustee.

By _____

AND, WHEREAS, all things necessary to make the bonds, when authenticated by the Trustee and issued as in this Mortgage provided, the valid, binding and legal obligations of the Company, and to constitute this Mortgage a valid mortgage or deed of trust to secure the payment of the principal and interest of all bonds issued hereunder, have been done and performed, and the creation, execution and delivery of this Mortgage and the creation, execution and issue of bonds subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, In consideration of the premises, and of the acceptance and purchase of the bonds by the holders thereof, and of the sum of One Dollar duly paid by the Trustees to the Company, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and the for purpose of securing the due and punctual payment of the principal and interest of all bonds which shall be issued hereunder, and for the purpose of securing the faithful performance and observance of all the covenants and conditions hereinafter set forth, the Company has given, granted, bargained, sold, transferred, assigned, pledged, mortgaged warranted and conveyed, and by these presents does give, grant, bargain, sell transfer, assign, pledge, mortgage warrant and convey unto the Central Trust Company of Illinois and Aksel K. Bodholdt, as Trustees, as herein provided,