

successions, and the assumption by such successor corporation of the covenants and obligations of the Company under this Mortgage.

(h). To change the designation of the bonds issued hereunder to "First Mortgage Gold Bond," in the manner and upon the conditions provided in Section 3 of Article 1 hereof.

(i) For any other purpose not inconsistent with the terms of this Mortgage and which shall not impair the security of the same, or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained herein or in any supplemental indenture.

Section 2. In each and every case provided for in this Article, the Trustees shall be entitled to exercise their uncontrolled discretion in determining whether or not any proposed supplemental indenture, or any term or provision therein contained, is necessary or desirable, having in view the needs of the Company and the respective rights and interests of the holders of bonds theretofore issued hereunder; and the Trustees shall be under no responsibility or liability to the Company or to any holder of any bond, or to anyone whatever, for any act or thing which they may do or decline to do in good faith, subject to the provisions of this Article, in the exercise of such discretion.

Section 3; The Trustees are authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

Any supplemental indenture executed in accordance with any of the provisions of this Article shall thereafter form a part of this Mortgage, and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be and be deemed to be part of the terms and conditions of this Mortgage for any and all purposes, and, if deemed necessary or desirable by the Trustees, any of such terms or conditions may be set forth in reasonable and customary manner in the bonds of the particular series to which such supplemental indenture shall apply. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the bonds of any series issued thereafter, if deemed necessary or desirable by the Trustees.

ARTICLE XVIII Miscellaneous Provisions.

All the covenants, stipulations and agreements in this Mortgage contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and of the holders of the bonds and of the coupons hereby secured.

Whenever in this Mortgage either of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all the covenants promises and agreements in this Mortgage, contained by, or on behalf of the Company, or by or on behalf of the Trustees, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

This Mortgage may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

At the time of the execution and delivery hereof \$2,972,500 is the principal amount of indebtedness secured by this Mortgage.

IN WITNESS WHEREOF, said Public Service Company of Oklahoma has caused this instrument to be executed in its corporate name by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary, and said Central Trust Company of Illinois has caused this instrument to be executed in its corporate name by its President, or a Vice President and its corporate seal to be hereto affixed and attested by its secretary, or an