

party of the fifth part (said Muskogee Gas and Electric Company, Southern Oklahoma Power Company, Oklahoma Light and Power Company and Shawnee Gas and Electric Company being hereinafter sometimes together termed the "Controlled Companies," and the Controlled Companies and the Oklahoma Company being hereinafter sometimes together termed the "Companies"), and GUARANTY TRUST COMPANY OF NEW YORK, a corporation duly organized and existing under and by virtue of the laws of the State of New York, as Trustee (hereinafter sometimes termed the "Trustee"), party of the sixth part, and CHARLES H. PLATNER, of South Orange, New Jersey, as Co-Trustee (hereinafter sometimes termed the "Co-Trustee"), party of the seventh part (said Trustee and Co-Trustee being hereinafter sometimes together termed the "Trustees");

COMPARED

WITNESSETH:

WHEREAS, the Companies, respectively, own and operate electric light and power generating plants, systems for the distribution of electricity for light, heat and power, gas manufacturing plants, systems for the transportation and distribution of artificial and natural gas for light, heat, fuel and power, and plants for the manufacture of ice;

AND WHEREAS, the Oklahoma Company owns or controls all, or substantially all, of the outstanding capital stock of each of the Controlled Companies;

AND WHEREAS, the Controlled Companies, respectively, desire to provide means for the payment of their existing floating debt, for the acquisition of additional plants and properties and for extensions, additions, improvements and betterments of and to their respective plants and properties, as said plants and properties are now or may hereafter be constituted;

AND WHEREAS, the Controlled Companies have applied to the Oklahoma Company for the extension to the Controlled Companies of the credit of the Oklahoma Company for the purpose of providing for the payment of the existing floating debt of the Controlled Companies, of acquiring plants and properties and adding to, enlarging, extending and developing the present plants and properties of the Controlled Companies, respectively;

AND WHEREAS, said Muskogee Gas and Electric Company has heretofore leased all of its plants, properties, rights, privileges and franchises to the Oklahoma Company, and the other Controlled Companies have agreed to lease all of their plants, properties, rights, privileges and franchises to the Oklahoma Company, subject to the lien of this Indenture, and the Oklahoma Company has agreed to operate the same and to extend its credit to the Controlled Companies as aforesaid, in consideration of their respectively joining in the execution of this Indenture and subjecting their respective plants, properties, rights, privileges and franchises now owned or hereafter acquired to the lien hereof;

AND WHEREAS, the Oklahoma Company, for the purposes aforesaid and for the purpose of acquiring properties, liquidating and retiring indebtedness owed or assumed by it and of adding to, enlarging, extending and developing its plants and properties, and for other corporate purposes, has deemed it necessary to borrow money and to issue its notes therefor, and to mortgage its property (to secure the payment of said notes, and to that end has duly authorized and directed an issue of its notes to a total amount of Five Million Dollars (\$5,000,000) to be designated as its "Mortgage Notes," to be dated as of August 1, 1923, (to be payable August 1, 1926, to bear interest at such rates as shall from time to time be determined by the Board of Directors of the Oklahoma Company, under the provisions hereof, and to be of such denominations, to be subject to redemption under such terms and conditions and to be issued under such other provisions as are hereinafter set forth;

AND WHEREAS, said notes are to be of the denominations of One Hundred Dollars (\$100), Five Hundred Dollars (\$500) and One Thousand Dollars (\$1,000), respectively; are to be issued in the form of coupon notes, with interest coupons, having the facsimile signature of the Treasurer of the Oklahoma Company engraved thereon, and are to be signed in its