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corporate name by the President or a Vice President of the Oklahoma Company, be impressed with its corporate seal, attested by its Secretary or an Assistant Secretary, and be authenticated by the Trustee;

AND WHEREAS, said notes and the coupons pertaining thereto are to be in substantially the following forms, respectively-- the proper amounts, numbers and interest rates to be inserted therein and such other appropriate insertions, omissions and variations to be made in respect of such notes and coupons as may be required by the rules of any stock exchange or to conform to usage, to-wit:

(Form of Note.)

UNITED STATES OF AMERICA,

STATE OF OKLAHOMA.

OKLAHOMA GAS AND ELECTRIC COMPANY

-----Per Cent Mortgage Note.

No. -----

\$-----

For value received, the undersigned, Oklahoma Gas and Electric Company (hereinafter called the "Company"), a corporation organized and existing under and by virtue of the laws of the State of Oklahoma, hereby promises to pay to the bearer of this note, or, in case this note be registered, then to the registered owner hereof, -----Dollars (\$-----) on the first day of August, 1926, and to pay interest thereon from the date hereof until paid at the rate of ----- per cent (-----%) per annum, payable semi-annually on the first day of February and of August in each year, but only upon presentation and surrender of the respective coupons hereto annexed as they severally become due. The payment of the principal of this note shall be made at the principal office of Guaranty Trust Company of New York, in the Borough of Manhattan, City of New York, New York; and all payments of interest shall be made at said office, or, at the option of the holder, at the office of Continental and Commercial Trust and Savings Bank, in the City of Chicago, Illinois; both principal and interest to be paid in gold coin of the United States of America of or equal to the standard of weight and fineness existing on the first day of August, 1923.

All payments of principal of and interest on this note shall be made without deduction therefrom for so much of any federal income tax as shall not exceed two per cent (2%) thereof per annum, which the Company or the Trustees hereinafter mentioned or any paying agent may be required or permitted to pay thereon or to deduct or retain therefrom under any present or future law of the United States.

It is provided in the Trust Indenture hereinafter referred to that the Company will, upon the conditions, within the time, and in the manner therein set forth, reimburse to the owner hereof (a) any taxes, other than estate, succession, income and inheritance taxes, imposed under the laws of the Commonwealth of Pennsylvania or the State of Connecticut, upon this note or upon the said owner as a resident of said Commonwealth or said State, respectively, by reason of his ownership of this note, but not in excess of four (4) mills per dollar on the principal amount hereof in any year; (b) any taxes, other than estate, succession, income and inheritance taxes, imposed under the laws of the State of Maryland upon this note or upon the said owner as a resident of said State, by reason of his ownership of this note, but not in excess of four and one-half (4½) mills per dollar on the principal amount hereof in any year; and (c) any income taxes which may be imposed upon the owner of this note, by reason of his ownership hereof, under the laws of the Commonwealth of Massachusetts, but not in excess of six per cent (6%) per annum of the income derived by said owner from the interest on this note. Request for such reimbursement shall be made in writing, as provided in said Trust