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Indenture, within two (2) months from the date of payment of any such tax and within nine (9) months after such tax shall have become due and payable. COMPARED

This note is one of a duly authorized issue of notes of the Company, known as Mortgage Notes, issued and to be issued in an aggregate principal amount at any one time outstanding not in excess of Five Million Dollars (\$5,000,000), pursuant to the terms and conditions of and, irrespective of the time of actual issue, equally secured by a Trust Indenture, dated as of August 1, 1923, duly executed, acknowledged and delivered by the Company, Muskogee Gas and Electric Company, Southern Oklahoma Power Company, Oklahoma Light and Power Company and Shawnee Gas and Electric Company to Guaranty Trust Company of New York, as Trustee, and Charles H. Platner, as Co-Trustee, to which Trust Indenture, including all indentures supplemental thereto, reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby created, and the rights of the holders of the said notes and of the Trustees in respect of such security.

In the manner and upon the conditions specified in said Trust Indenture, this note, upon at least thirty (30) days' published notice, may, at the option of the Company, be redeemed from the holder hereof at any time prior to the date of maturity; at 103% and accrued interest if redeemed prior to February 1, 1924; at 102½% and accrued interest if redeemed on or after February 1, 1924, and prior to August 1, 1924; at 102% and accrued interest if redeemed on or after August 1, 1924, and prior to February 1, 1925; at 101½% and accrued interest if redeemed on or after February 1, 1925, and prior to August 1, 1925; at 101% and accrued interest if redeemed on or after August 1, 1925, and prior to February 1, 1926; and at 100% and accrued interest if redeemed on or after February 1, 1926.

If default shall be made in the payment of the interest on this note, or in the performance or observance of any of the covenants, obligations and agreements in the said Trust Indenture contained, then the principal of this note may be declared and become due and payable, before maturity by lapse of time, on the conditions and in the manner provided in the said Trust Indenture.

This note shall pass by delivery unless registered in the name of the owner on the books of the Company at the principal office of Guaranty Trust Company of New York, in the Borough of Manhattan, City of New York, New York, registration being noted hereon as provided in the said Trust Indenture. After such registration no transfer hereof shall be valid unless made on the said books by the registered owner in person or by attorney duly authorized and similarly noted hereon; but this note may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; but this note may again and from time to time be registered in the name of the owner, or transferred to bearer as before. No registration, however, shall affect the negotiability of the coupons, which shall continue to be transferable by delivery, notwithstanding the registration hereof.

Notes of said issue shall be in coupon form, of the denominations of One Hundred Dollars (\$100), Five Hundred Dollars (\$500) and One Thousand Dollars (\$1,000), respectively. Notes of said issue, with all unmatured coupons attached, are exchangeable for an equal aggregate principal amount of said notes, of other denominations, bearing the same rate of interest. For any such exchange, a charge may be made as provided in said Trust Indenture.

No recourse shall be had for the payment of any part of the principal of or interest on this note against any incorporator or any past, present or future stock holder, officer or director of the Company, of said Muskogee Gas and Electric Company, of said Southern Oklahoma Power Company, of said Oklahoma Light and Power Company, or of said Shawnee Gas and