

standing capital stock of which shall be owned by the Companies, or any of them, or by a subsidiary corporation after becoming such, and all of the plants and properties of which shall, in accordance with the provisions of Section 6 of Article Two hereof, be mortgaged and pledged as security for the notes issued and to be issued under this Indenture. The words "public utility corporation" shall be taken to include any corporation engaged in the business of manufacturing, producing, generating, transporting and/or distributing electricity, gas or steam and/or distributing water, mining or producing coal, oil or other minerals, manufacturing ice, or furnishing telephone, street railway or interurban railway service. The words "subsidiary corporation" shall now, however, be construed to mean or include any of the Controlled Companies.

COMPARATIVE

The words "First and Refunding Mortgage of the Oklahoma Company," as used in this Indenture, shall be construed to mean that certain Trust Indenture, hereinbefore mentioned, dated as of February 1, 1921, from the Oklahoma Company and said Muskogee Gas and Electric Company to Central Union Trust Company of New York Trustee, securing an authorized issue of Thirty Million Dollars (\$30,000,000) principal amount of First and Refunding Mortgage Gold Bonds of the Oklahoma Company.

TO HAVE AND TO HOLD all and singular the same, as well as all other property and interests of every kind and of every nature, real, personal and mixed, that by virtue hereof shall hereafter become subject to this Indenture to the Trustees, their respective successors and assigns forever, but in trust nevertheless for the equal and proportionate benefit and security of all present and future holders of the notes and interest obligations issued and to be issued hereunder and secured by this Indenture, and to secure the payment of such notes and the interest thereon, when payable in accordance with the provisions thereof, and to secure the performance of and compliance with the covenants and conditions of this Indenture on the part of said Companies, respectively, agreed to be kept and performed, and under and subject to the provisions and conditions and for the uses and purposes hereinafter set forth, it being hereby agreed as follows, to-wit:

ARTICLE ONE .

FORM, EXECUTION , REGISTRATION AND EXCHANGE OF NOTES.

SECTION 1. This Indenture shall be a continuing lien to secure the full and final payment of the principal and interest of an authorized issue of notes in an aggregate principal amount not exceeding Five Million Dollars (\$5,000,000) at any one time outstanding. Said notes shall be designated "Mortgage Notes," shall be dated as of August 1, 1923, shall mature August 1, 1926, and shall be subject to redemption, at the option of the Oklahoma Company, prior to the date of the maturity thereof, upon the terms and conditions hereinafter in Article Four set forth. Said notes, when executed by the Oklahoma Company, shall from time to time be authenticated by the Trustee and delivered as and only as provided in and subject to the limitations and conditions of this Indenture.

SECTION 2. Every note issued hereunder shall be signed in the name of the Oklahoma Company, by its President or a Vice President, and its seal be thereunto affixed and attested by its Secretary or an Assistant Secretary. In case any officer of the Oklahoma Company who shall have executed any notes hereunder, shall cease to be such officer before said notes shall have been actually authenticated and delivered by the Trustee, such notes may nevertheless, be issued, authenticated and delivered hereunder. The interest coupons on said notes shall be authenticated by the facsimile signature of a person who at the date of this Indenture or at some time subsequent thereto shall be or shall have been Treasurer of the Oklahoma Company.