

475 or allow to accrue or exist, any liens prior to the lien of this Indenture upon their respective mortgaged mortgaged and pledged property or any part thereof, except the underlying mortgages on the property of the respective Companies, and any mortgage or mortgages on any property hereafter acquired by the Companies, or any of them, which may exist at the date of the said acquisition of such property; and (4) that neither the value of the mortgaged and pledged property, nor the lien of this Indenture, will be diminished or impaired in any way as a result of any action, or nonaction, on the part of the Companies or any of them.

SECTION 5. The Companies and each of them covenant that the principal and interest of all bonds, notes and other evidences of indebtedness now or hereafter secured by a lien or liens prior to that of this Indenture upon any part of their respective mortgaged and pledged property will be paid at or before the respective maturities of such bonds, notes and other evidence of indebtedness; and that all of the covenants, conditions and agreements of the respective mortgages or other instruments securing such bonds, notes or other evidence of indebtedness will be in all respects fully complied with.

#### COMPARED

The Companies further covenant that the Controlled Companies, or any of them, will not become indebted, except for taxes and other public assessments, during the life of this Indenture to anyone other than the Oklahoma Company, and that the Controlled Companies will not mortgage their respective plants and properties except to secure bonds or other evidences of indebtedness which are the primary obligations of the Oklahoma Company; provided, however, that anything in this Indenture to the contrary notwithstanding, said Southern Oklahoma Power Company may issue additional amounts of its First and Refunding Mortgage Gold Bonds in accordance with the provisions of the Trust Indenture hereinbefore mentioned securing said bonds. The Companies further covenant that prior to, or contemporaneously with, the execution by any subsidiary corporation of its supporting mortgage, as hereinbefore in Section 6 of Article Two defined, all of the indebtedness of such subsidiary corporation other than that secured by its underlying mortgage or mortgages, if any, and indebtedness to the Oklahoma Company, will be paid; that concurrently with the execution of said supporting mortgage, such subsidiary corporation shall lease all of its plants and properties to the Oklahoma Company for the life of this Indenture, subject to the respective liens of any underlying mortgages of such subsidiary corporation and of this Indenture; that such subsidiary corporation will not, after the execution of said supporting mortgage and during the life of this Indenture, incur indebtedness, except for taxes and other public assessments, to any one other than the Oklahoma Company; and that such subsidiary corporation will not, during said period, mortgage its plants and properties except to secure bonds or other evidences of indebtedness which are the primary obligations of the Oklahoma Company.

SECTION 6. The Companies and each of them covenant that no additional bonds will be issued under the following mortgages or deeds of trust, to-wit:

(a) Trust Indenture, dated as of October 1, 1909, from said Oklahoma Gas and Electric Company to Harris Trust and Savings Bank and Albert W. Harris, Trustees, securing an authorized issue of Five Million Dollars (\$5,000,000) principal amount of First Mortgage Five Per Cent Twenty-Year Gold Bonds, due October 1, 1929, of said Oklahoma Gas and Electric Company, of which there are outstanding at the date of the execution of this Indenture Two Million Seven Hundred Eighty-eight Thousand Dollars (\$2,788,000) principal amount (said amount being exclusive of the One Million Eight Hundred Thousand Dollars (\$1,800,000) principal amount of said bonds pledged under the First and Refunding Mortgage of the Oklahoma Company);

(b) Trust Indenture, dated as of January 1, 1906, from Shawnee Lighting Company to Central Trust Company of New York, Trustee, securing an authorized issue of Five Hundred Thousand Dollars (\$500,000) principal amount of First Mortgage Five Per Cent Gold Bonds,