

ARTICLE TEN.  
CONSOLIDATION, MERGER AND SALE.

SECTION 1. Nothing in this Indenture contained shall prevent any consolidation or merger of any of the Companies with or into any of the other Companies, or any conveyance, transfer or lease subject to this Indenture of all the mortgaged property of any of the Companies to the Oklahoma Company, or to any of the other Companies, and nothing in this Indenture contained shall prevent any consolidation or merger of the Oklahoma Company with any other corporation or any conveyance, transfer or lease subject to this Indenture of all the mortgaged property of the Oklahoma Company as an entirety or all the mortgaged property as an entirety to any other corporation, lawfully entitled to acquire or lease and operate the same, provided, however, and the Companies so covenant and agree, that such a consolidation or merger of the Oklahoma Company or conveyance, transfer or lease shall be upon such terms as in no respect impair the lien of this Indenture or any of the rights or powers of the Trustees or the noteholders hereunder, and that upon such consolidation, merger, conveyance or transfer the due and punctual payment of the principal and interest of all of said notes according to their tenor and the due and punctual performance and observance of all the terms covenants and conditions of this Indenture to be kept or performed by the Companies, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made or acquiring all the property subject to this Indenture as an entirety as aforesaid.

SECTION 2. In case the Oklahoma Company pursuant to Section 1 of this Article shall be consolidated with or merged into any other corporation or shall convey or transfer subject to the lien of this Indenture, all the mortgaged property of the Oklahoma Company as an entirety, or in case of any transfer or conveyance, subject to the lien of this Indenture, of all the mortgaged property as an entirety, the corporation resulting from such consolidation or into which the Oklahoma Company shall have been merged or which shall have received a conveyance or transfer as aforesaid (such corporation being hereinafter called the successor corporation) shall execute and cause to be recorded an Indenture with the Trustees whereby the successor corporation shall assume and agree to pay the principal and interest of the notes issued hereunder and secured hereby in accordance with the provisions of said notes and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding upon the Oklahoma Company and shall agree that the property forming the security for the notes issued under this Indenture shall, as a system, be kept intact at all times and in good working order with proper equipment specifically allocated to this property and distinguishable and separable from the equipment used on other properties-- and thereupon said successor corporation shall succeed to and be substituted for the Oklahoma Company with the same effect as if it had been named herein as the mortgagor company and the successor corporation thereupon may cause to be signed, issued and delivered in its own name or in the name of the Oklahoma Gas and Electric Company any or all such notes which shall not theretofore have been signed by the Oklahoma Company and authenticated by the Trustee and upon the order of the successor corporation in lieu of the Oklahoma Company and subject to all the terms, conditions and restrictions in this Indenture prescribed, touching the authentication and issuance of notes. The Trustee shall authenticate and deliver any of such notes which shall have been previously signed and delivered by the officers of the Oklahoma Company to the Trustee for authentication and any of such notes which the successor corporation shall thereafter in accordance with the provisions of this Indenture cause to be signed and delivered to the Trustee for such purpose. All the notes so issued shall in all respects have the same legal rank and security as the notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said notes had been issued at the date of the execution hereof.