

tions, covenants or agreements contained in this Indenture or in any of the notes or to be implied therefrom; and that any and all personal liability of every name and nature, and any and all rights and claims against every such incorporator and past, present or future stockholder, officer or director, whether arising at common law or in equity, or created or to be created by statute or constitution, are hereby expressly released and waived as a condition of, and as a part of the consideration for, the execution of this Indenture and the issue of the notes and interest obligations hereby secured.

COMPARED

ARTICLE THIRTEEN.
BENEFITS LIMITED TO PARTIES.

Nothing expressed or mentioned in or to be implied from this Indenture, or the notes issued hereunder, is intended or shall be construed to give to any person or corporation, other than the parties hereto, and the holders of the notes secured by this Indenture, any legal or equitable right, remedy or claim under or in respect of this Indenture, or any covenants, conditions and provisions herein contained; this Indenture and all the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the notes hereby secured as herein provided.

ARTICLE FOURTEEN.
CONCERNING NOTEHOLDERS.

Any request, direction or other instrument required by this Indenture to be signed and executed by the noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such noteholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of notes, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee or Trustees with regard to any action taken by it or them under such request or other instrument, namely;

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within said jurisdiction, that the person signing such writing acknowledged before him the execution thereof; or by an affidavit of the witness of such execution.

(b) The fact of the holding by any noteholder of any unregistered notes and the amounts and numbers of such notes, and the date of his holding the same may be proved by either producing and exhibiting to the Trustee the actual notes themselves, or by a certificate executed by any trust company, bank, banker or other depository, wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with, or exhibited to, such depository the notes described in such certificate. The ownership of registered notes shall be proved by the registers of such notes or by a certificate of the registrar thereof.

ARTICLE FIFTEEN.
SUNDRY PROVISIONS.

SECTION 1. All the conveyances, stipulations, promises, undertakings and agreements herein contained, by or on behalf of any of the Companies, shall bind their respective successors and assigns, whether so expressed or not. For every purpose of this Indenture, including the execution, issue and use of any and all notes hereby secured, the term "Oklahoma Gas and Electric Company" or "Oklahoma Company" includes and means, not only the party of the first part hereto, but also its successors, lessees and assigns, particularly including any corporation into or with which the Oklahoma Company may be merged or consolidated; and the term "Muskogee Gas and Electric Company" includes and means not only the party of the second part hereto, but also its successors, lessees and assigns, particularly including any