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corporation into or with which said Company may be merged or consolidated; the term "Southern Oklahoma Power Company" includes and means not only the party of the third part hereto, but also its successors, lessees and assigns, particularly including any corporation into or with which said Company may be merged or consolidated; the term "Oklahoma Light and Power Company" includes and means not only the party of the fourth part hereto, but also its successors, lessees and assigns, particularly including any corporation into or with which said Company may be merged or consolidated; and the term "Shawnee Gas and Electric Company" includes and means not only the party of the fifth part hereto, but also its successors, lessees and assigns, particularly including any corporation into or with which said Company may be merged or consolidated. In the event that any of the Controlled Companies shall be merged into, or consolidated with, or shall transfer all its plants and properties to the Oklahoma Company or any other Controlled Company, or shall sell or dispose of all its plants and properties and the same shall be released from the lien hereof, all of the covenants, terms agreements and benefits of, from or by such Controlled Company shall cease and the Oklahoma Company and the remaining Controlled Companies shall remain bound by the covenants, terms and agreements and be entitled to the benefits hereof and be entitled to give and make all consents, certificates, orders, resolutions and showings hereunder required under this Indenture to be made by the Controlled Companies, and if all said Controlled Companies shall be merged into, or consolidated with, or shall transfer and convey all their plants and properties to the Oklahoma Company or shall sell or dispose of all their plants and properties, and the same shall be released from the lien hereof, then and thenceforth all provisions regarding consents, certificates, orders, resolutions and showing of, from or by said Controlled Companies, or any of them, shall be disregarded and this Indenture shall be construed as if the Oklahoma Company were the sole grantor and mortgagor herein.

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In the event, however, of the merger or consolidation of any of the Controlled Companies into or with the Oklahoma Company or any other Controlled Company, as aforesaid, or of the transfer of all the plants and properties of any of the Controlled Companies to the Oklahoma Company or any other Controlled Company, as aforesaid, the duties, obligations and liabilities hereunder of the Controlled Company so merged or consolidated or so transferring all its plants and properties, shall become binding upon and be assumed by its successor in said merger, consolidation or transfer.

SECTION 2. The words "note," "owner," "bearer," "holder" and "noteholder" shall include the plural as well as the singular number, unless otherwise expressly indicated.

The word "person" shall include associations or corporations. The word "Trustee" means the Trustee for the time being, whether original or successor. The word "Co-Trustee" means the Co-Trustee for the time being whether original or successor.

SECTION 3. It is understood and agreed that the titles to the various Articles in this Indenture are inserted only for convenience and are no part of this Indenture and shall not be deemed to affect the meaning or construction of any of its provisions.

SECTION 4. The date of this Indenture and the notes-- to wit, August 1, 1923-- is intended as and for a date for the identification of the notes and this Indenture, and is not intended to indicate that the said notes were executed and delivered on said date or that this Indenture was executed and delivered on said date, this Indenture being executed and delivered as of the date of the acknowledgment hereof.

SECTION 5. This Indenture may be simultaneously executed in any number of counterparts and all said counterparts executed and delivered, each as an original shall constitute but one and the same instrument.

The amount of obligations issued or to be issued forthwith hereunder is Two Million