

SECTION 2. Nothing in this Mortgage expressed or implied is intended or shall be construed to give to any person or corporation other than the Company, the Trustee and/or Co-Trustee and the holders of the bonds and interest obligations hereby secured, any legal or equitable right, remedy or claim under or in respect of this Mortgage or any covenant, condition or provision hereincontained. All its covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustee and/or Co-Trustee and the holders of the bonds and interest obligations hereby secured.

SECTION 3. The words "Trustee" and/or "Co-Trustee" as used in this Mortgage mean the Trustee or Trustees and/or Co-Trustee or Co-Trustees for the time being, whether one or more and whether original or substituted. The term "bonds" as used in this Mortgage shall be deemed and construed to mean the bonds issued under and secured hereby unless the context indicates a different meaning and shall include both the singular and plural. The words "bondholder" and "bondholders" shall include the plural as well as the singular number unless the context indicates otherwise. The word "coupons" refer to the interest coupons attached to the bonds secured hereby and the word "person" shall include the plural as well as the singular number and shall also include partners, associations and corporations.

SECTION 4. The term "mortgaged property" and/or "Trust Estate" wherever used herein shall mean all property of every kind covered by the Mortgage.

SECTION 5. Whenever the term "Bankers" is used in this Mortgage it shall be deemed to mean Stern Brothers & Co. and H. P. Wright Investment Company, both of Kansas City, Missouri, and their respective corporate successors.

In exercising the powers herein granted, each of said Bankers shall act through and by the person who shall at the time be designated in writing, signed by its President and filed with the Trustee. In the event that either of the Bankers shall cease to be in existence and shall have no corporate successor, the remaining Banker may exercise all of the rights and powers herein given to the Bankers and in the event that both of the Bankers shall cease to exist and neither shall have a corporate successor, the rights and powers herein given to the Bankers may be exercised by the Trustee.

SECTION 6. The term "opinion of counsel" as used herein shall be construed to mean the written opinion filed with the Company and the Trustee of counsel appointed by the Trustee.

SECTION 7. For the purpose of facilitating the recording hereof, this Mortgage may be executed in any number of counterparts each of which shall be and shall be taken to be an original and all collectively but one instrument.

SECTION 8. Marginal notations and article headings are no part of this Mortgage and neither shall be deemed to affect the meaning or construction of any of its provisions.

IN TESTIMONY WHEREOF, Sand Springs Power, Light and Water Company has caused these presents to be signed in its name and behalf by its President or a Vice-President and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary and The First National Bank of Kansas City and Exchange Trust Company in token of their acceptance of the trusts hereby created, have caused the same to be signed in their names and behalf by their respective presidents or a vice-president and their respective corporate seals to be hereto affixed and attested by their respective cashier or an assistant cashier and secretary or an assistant secretary this 23 day of February, 1924.

(Cor. Seal)

Attest: C. W. Fingley, Secretary.

SAND SPRINGS POWER, LIGHT AND WATER COMPANY,
By Chas. Page, President.

Attest: G. P. Reichel, (Cor. Seal)
Cashier.

THE FIRST NATIONAL BANK OF KANSAS CITY,
By C. W. Allendoefer, Vice President.