

And also all good will sold and assigned by said contract of August 11, 1924.

Express reference is hereby made to an original of the said contract of August 11, 1924, which is in the possession of Second Party hereto, and to Exhibit "A" of said contract wherein is set forth a detailed description of the electric plant and distribution system purchased by Martin J. Insull under said contract and thereafter by him sold to First Party, there being excepted only those things expressly included in the list of exceptions attached to said contract as Exhibit "B": Provided, however, it is understood that the real estate included in said purchase of August 11, 1924, and the said subsequent purchase of September 15, 1924, is not intended to be conveyed by this instrument but is conveyed for specific consideration by separate warranty deeds this day executed by First Party to Second Party.

And for the said consideration, in addition to those things hereinabove sold, assigned, transferred, and set over, First Party has sold and by these presents does hereby SELL, ASSIGN, TRANSFER and SER OVER unto Second Party and its successors and assigns all other properties of any sort whatsoever by it owned, including cash and bills and accounts receivable.

There is expressly excluded from this assignment and the sale and transfer evidenced hereby that certain electric light, heat and power franchise created by Ordinance No. 1059 of the City of Tulsa, Oklahoma, as amended by Ordinance No. 2687 of said City, and nothing herein contained shall be so construed as to bind Public Service Company of Oklahoma by any of the terms or conditions of the said franchise.

As further consideration for this assignment, the Second Party expressly covenants and agrees that it shall, and it does hereby, expressly assume all of the covenants and obligations of Martin J. Insull expressed in his said contract of August 11, 1924, and it does agree that in all things it will indemnify and save him harmless and free from all obligations and liability of every sort on account of said contract of August 11, 1924, or its any covenant or condition; and it is further agreed that in all things it will indemnify and save Tulsa Light and Power Company free from all the obligations and liabilities by it assumed with respect to said contract of August 11, 1924, by virtue of its contract of September 15, 1924, with the said Martin J. Insull.

IN TESTIMONY WHEREOF, witness the corporate names and seals of the parties, hereunto subscribed and affixed by their respective Presidents and Secretaries, each of the said officers, acting under authority expressly delegated by resolution of their respective Boards of Directors.

EXECUTED AND DELIVERED in duplicate this 18th day of February, 1925.

Attest:
Geo. M. Green, Secretary.
(Cor. Seal)

TULSA LIGHT AND POWER COMPANY
By E. E. McInnis, President.

Attest:
R. F. Frank,
Secretary. (Cor. Seal)

PUBLIC SERVICE COMPANY OF OKLAHOMA,
By Fred W. Insull, President.

STATE OF OKLAHOMA,)
COUNTY OF OKLAHOMA.) ss,

Before me, the undersigned Notary Public within and for said State and County, at my office in said State and County, on this 18th day of February, 1925, personally appeared E. E. McInnis, to me known to be the identical person who subscribed the name of the maker thereof, (Tulsa Light and Power Company, a corporation,) to the above and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public, by me hereunto subscribed and affixed