Trustee.

The term "Trustee" shall mean The Central Bank and Trust Company and shall include its successor or successors in the trust hereunder as provided in Article 13.

SECTION 1.02. Any application or written request may be combined in a single instrument with any certificate. Any certificate or statement of the Company may be based, in so far as it relates to legal matters, upon an opinion of, or representations by, counsel, unless the officer or officers signing such certificate or statement know that the opinion or representations with respect to the matters upon which said certificate or statement may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

The same officer or officers of the Company, or the same engineer or counsel or other person, as the case may be, need not certify to all the matters required to be certified under the provisions of any Article, Section, subdivision or other portion hereof, but different officers, engineers, counsel or other persons may certify to different facts, respectively.

Where any person or persons are required to make, give or execute two or more applications, orders, requests, consents, certificates, statements or other instruments under this Indenture, any such applications, orders, requests, consents, certificates, statements or other instruments may, but need not, be consolidated and form one instrument.

SECTION 1.03. Wherever in this Indenture in connection with any application, certificate or report to the Trustee, it is provided that the Company shall deliver any document as a condition of the granting of such application or as evidence of the Company's compliance with any term hereof, it is intended that the truth and accuracy at the time of the granting of such application or at the effective date of such certificate or report, as the case may be, of the facts and opinions stated in such document shall in each such case be a condition precedent to the right

of the Company to have such application granted or to the sufficiency of such certificate or report. Nevertheless, in the case of any such application, certificate or report, any document required by any provision of this Indenture to be delivered to the Trustee as a condition of the granting of such application or as evidence of such compliance may, subject to the provisions of Sections 13.02 and 13.03, be received by the Trustee as conclusive evidence of any statement therein contained and shall be full warrant, authority and protection to the Trustee acting on the faith thereof.

ARTICLE 2.

Description, Form, Execution, Registration and Exchange of Bonds.

SECTION 2.01. The aggregate principal amount of bonds which may be executed by the Company and authenticated and delivered by the Trustee and be secured by this Indenture is limited to the aggregate principal amount of $10,000,000. All such bonds shall be issued within twenty years after the date of this Indenture and shall mature not more than fifty years after the date of this Indenture.

SECTION 2.02. At the option of the Company, the bonds issued hereunder may be issued in one or more series. All bonds of any one series shall contain in all respects the same provisions, except for necessary or proper variations between temporary bonds, coupon bonds and fully registered bonds or bonds of different denominations and, in the case of bonds of any series of serial maturity, as to date of maturity, rate of interest and the price, terms and conditions of redemption thereof. The form of each series shall be distinguished by such designation or descriptive title as the Board of Directors of the Company may select for such series (which shall contain the words "First Mortgage Bonds"), and each bond issued hereunder shall bear upon the face thereof the designation or descriptive title so selected for the series to which it belongs. All bonds issued under this Indenture shall be