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TRUST INDENTURE ACT OF 1939:

The term "Trust Indenture Act of 1939" shall mean the Trust Indenture Act of 1939 as it was in effect on the date of this Indenture.

TRUSTEE—INDIVIDUAL TRUSTEE—TRUSTEES:

The term "Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago or its successor as trustee under this Indenture for the time being, but not the Individual Trustee, and not a co-trustee or separate trustee appointed pursuant to the provisions of Section 12.15 hereof, unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said Section 12.15 and then only to the extent therein provided.

The term "Individual Trustee" shall mean George G. Moore or his successor as trustee under this Indenture for the time being, but not a co-trustee or separate trustee appointed pursuant to the provisions of Section 12.15 hereof unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said Section 12.15 and then only to the extent therein provided.

The term "Trustees" shall mean the Trustee and the Individual Trustee for the time being.

ARTICLE II**DESCRIPTION, EXECUTION AND REGISTRATION OF BONDS.**

SECTION 2.01. The bonds issuable under this Indenture may be issued in one or more series as from time to time shall be authorized by the Board of Directors and provided for in an Indenture or indentures supplemental hereto, and may be issued originally either as coupon bonds and/or as registered bonds without coupons as the Board of Directors shall elect. The bonds of all series shall be known generally as the "First

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Mortgage Bonds" of the Company, but with respect to the bonds of any particular series, the Company may add to or incorporate in such title, as the same may appear at the heading of such bonds and in the coupons thereto attached, the rate of interest borne by the bonds of such series, the date of maturity thereof, or any other words or figures descriptive thereof or of the security therefor, as the Board of Directors may determine. The Company may, if the Board of Directors so elects and the Trustee approves, or, if the Trustee so requests in writing and if in the opinion of counsel the general designation of the bonds as First Mortgage Bonds is not appropriate under the circumstances existing at the particular time, the Company shall, at any time or from time to time change such general designation to such other general designation as may, in the opinion of the Trustee and in the opinion of counsel, be appropriate under such circumstances. In the case of any such change, and until a further change, all bonds which may be authenticated and delivered thereafter pursuant to Article III shall bear such new designation. If additional bonds of any particular series, of which series bonds are outstanding at the time of any such change, shall at any time thereafter be authenticated and delivered, or if any bonds bearing such new designation are authenticated and delivered thereafter pursuant to this Article II in exchange or substitution for or upon transfer of any such bonds, the Company shall provide for the exchange of all bonds of such series at the time outstanding for new bonds of like series and maturity bearing the new general designation, at the option of, but without charge to, the holders.

The bonds of each series and the coupons to be attached to the coupon bonds shall be substantially in the forms heretofore recited, with such omissions, variations and insertions as are authorized in the supplemental indenture creating such series and as are permitted by, or as may be required to comply with, the terms of this Indenture. The bonds of

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each series shall be distinguished from the bonds of each other series in such manner, either by a serial designation (which may be noted thereon) and/or in the title of the bonds of such series or otherwise, as the Board of Directors may determine. All bonds of any one series at any time simultaneously outstanding shall be identical, except as otherwise permitted in the case of bonds of serial maturities, in respect of date of maturity, the place or places and currency or currencies of payment or collection, the rate and dates of interest payments, the terms and rate or rates of optional redemption, if redeemable, the terms of convertibility, if convertible, and in respect of sinking fund or analogous provisions (if any) and tax provisions (if any); but bonds of the same series may be of different denominations, and bonds of any series may be of serial maturities and if of serial maturities may differ with respect to maturity dates, interest rates, redemption prices and terms of convertibility. All coupon bonds of any one series shall be dated as of the same date and such date shall be fixed for the bonds of any particular series by the Board of Directors.

The Company shall execute and deliver to the Trustee with respect to each series of bonds issued hereunder a supplemental indenture which shall specify the designation, terms and provisions of the bonds of such series as herein required or permitted. Subject to determination from time to time by the Board of Directors, as expressed in said supplemental indentures:

(a) the bonds of any series shall bear such date or dates, shall bear interest at such rate or rates and shall be payable as to interest and principal at such time or times and at such place or places as may be provided in the supplemental indenture creating such series and expressed in such bonds when issued;

(b) the principal of and interest on the bonds of any series shall be payable in such lawful money of the United

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States of America as may be provided in the supplemental indenture creating such series and expressed in such bonds when issued;

(c) the bonds of any series may be issued as coupon bonds and/or as registered bonds without coupons; coupon bonds may contain provisions permitting the exchange thereof for registered bonds without coupons of the same series and maturity but of the same aggregate principal amount; and registered bonds without coupons may contain provisions permitting the exchange thereof for coupon bonds of the same series and maturity or for other registered bonds without coupons of other denominations of the same series and maturity, but of the same aggregate principal amount;

(d) coupon bonds of any series may be issued in the denomination of one thousand dollars and registered bonds without coupons may be issued in such denominations as may be provided in the supplemental indenture creating such series;

(e) the bonds of any series may be limited as to the maximum principal amount thereof which may be authenticated and delivered by the Trustee or which may be at any one time outstanding, and an appropriate insertion in respect of such limitation may, but need not, be made in the bonds of such series;

(f) the bonds and coupons of any series may contain such lawful provisions, if any, with respect to the payment of principal or interest thereby represented without deduction for, or for the reimbursement of, such taxes, assessments or governmental charges as may be specified therein or in an indenture supplemental hereto pursuant to which such bonds are issued, or otherwise with respect to relieving the holder from payment of any such taxes, assessments or governmental charges as shall be prescribed in the supplemental indenture creating such series; provided, however, that the obligation to make any such reimbursement be to so relieve the holders shall not be deemed to be a part of the indebtedness created by this Indenture;