by said Third Supplemental Indenture, all of which Bonds have been surrendered by the Company to the Corporate Trustee under the Mortgage for cancellation and have been duly cancelled by the Corporate Trustee; and

Whereas, the Company desires by this Fifth Supplemental Indenture to create a new series of Bonds to be issued hereunder, to set forth the terms and provisions of such new series and the forms of the Bonds and coupons thereof, and to amend the Mortgage in the respects hereinafter provided; and

Whereas, all of the conditions and requirements necessary to make this Fifth Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof have been duly authorized in all respects by resolution of the Board of Directors of the Company;

Now, Therefore, in consideration of the premises and of the sum of One Dollar in hand paid by the Trustees to the Company at or before the execution and delivery of this Fifth Supplemental Indenture, receipt whereof is hereby acknowledged, it is agreed by and between the Company and the Trustees as follows:

ARTICLE I

Bonds of Series C

Section 1. There is hereby created a third series of Bonds of the Company (herein referred to as "Bonds of Series C") to be issued under and secured by the Mortgage. The Bonds of Series C (a) shall be designated as "First Mortgage 5½% Bonds, Series C, Due February 1, 1983"; (b) shall be dated as of February 1, 1958 (except that all registered Bonds without coupons issued after July 31, 1958, shall be dated as of the first day following the close of the latest period for which interest on Bonds of Series C shall have become due and payable); (c) shall mature February 1, 1983, unless previously re-

deemed pursuant to Article II of this Fifth Supplemental Indenture or declared due and payable pursuant to Article XIV of the Original Mortgage; (d) shall bear interest payable semi-annually on the first days of February and August of each year at the rate of 5½% per annum on the principal sum thereof from the date thereof until the principal sum thereof becomes due and payable as provided in the Mortgage, and thereafter at the highest rate of interest borne by any of the Outstanding Bonds until payment of said principal sum, but in the case of coupon Bonds, as to interest due on or before the date said principal sum becomes due and payable, only upon presentation and surrender of the respective coupons appertaining thereto as they shall mature; (e) shall be payable, as to principal, premium if any, and interest, at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the bearer or registered holder, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; (f) shall be issued as coupon Bonds in the denomination of $1,000 and as registered Bonds without coupons in denominations of $1,000 and in multiples of $1,000, the Bonds of either form to be transferable or exchangeable for Bonds of either form in authorized denominations, and the coupon Bonds to be registrable as to principal, at the office or agency of the Company in the City of Chicago, State of Illinois, or, at the option of the holder or registered owner, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, as provided in Section 5 of Article II of the Mortgage; (g) shall be limited in aggregate principal amount to $16,000,000; (h) shall be redeemable before maturity at the option of the Company upon the terms stated in Article II of this Fifth Supplemental Indenture; and (i) shall be entitled to the benefit of the Series C Sinking Fund, and be redeemable through the operation thereof, as provided in Article III of this Fifth Supplemental Indenture.

Section 2. The Bonds of Series C and the interest coupons to be attached to such thereof as are coupon Bonds are to be in substantially the following forms, respectively: