

provided, however, that prior to January 1, 1965, none of the First Mortgage Bonds, 5% Series due 1990, may be redeemed through a refunding, directly or indirectly, by or in anticipation of the incurring of any debt which has an interest cost to the Company (as defined in said Sixth Supplemental Indenture) less than 4.99% per annum.

Notice of any redemption of bonds shall be given by publication once in each of four separate calendar weeks in two newspapers printed in the English language, one published and of general circulation in the City of Chicago, Illinois, and the other published and of general circulation in the Borough of Manhattan, The City of New York, New York, or under certain circumstances by mailing said notice, the first publication, or the mailing, as the case may be, to be at least thirty and not more than sixty days prior to the redemption date, all as more fully provided in said Indenture and Sixth Supplemental Indenture. Notice of redemption having been duly given, the bonds called for redemption shall become due and payable upon the redemption date and, if the redemption price shall have been deposited with the Trustee, interest thereon shall cease to accrue on and after the redemption date, and whenever the redemption price thereof shall have been deposited with the Trustee and notice of redemption shall have been duly given or provision therefor made, such bonds shall no longer be entitled to any lien or benefit of said Indenture.

In the event that any bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof, and the Company shall have on deposit with the Trustee in trust for the purpose, on

to receive payment of the principal of, or interest or premium (if any) on, this bond, or to institute suit for the enforcement of any such payment on or after the respective due dates expressed herein, or (b) otherwise than as permitted by said Indenture, permit the creation of any lien ranking prior to or on a parity with the lien of said Indenture with respect to any property covered thereby, or deprive any bondholder of the security afforded by the lien of said Indenture, or (c) reduce the percentage of the principal amount of the bonds required to authorize any such modification or alteration.

The First Mortgage Bonds, 5% Series due 1990, may be redeemed prior to maturity, in whole at any time or in part from time to time, at the option of the Company, or pursuant to various provisions of said Indenture, or of indentures supplemental thereto, at the redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed, set forth below, and in every case plus accrued interest to the redemption date:

Redemption Period Ending December 31	Redemption Price	Redemption Period Ending December 31	Redemption Price
1960	105.78	1975	102.79
1961	105.58	1976	102.59
1962	105.38	1977	102.40
1963	105.18	1978	102.20
1964	104.99	1979	102.00
1965	104.79	1980	101.80
1966	104.59	1981	101.60
1967	104.39	1982	101.40
1968	104.19	1983	101.20
1969	103.99	1984	101.00
1970	103.79	1985	100.80
1971	103.59	1986	100.60
1972	103.39	1987	100.40
1973	103.19	1988	100.20
1974	102.99	1989	100.00