

pany's First Mortgage 3% Bonds, Series B, due January 1, 1984, all of which have been surrendered to the Corporate Trustee for cancellation and have been duly cancelled; \$16,000,000 in aggregate principal amount of the Company's First Mortgage 3 1/2% Bonds, Series C, due February 1, 1984, of which \$15,200,000 principal amount are outstanding under the Mortgage; and \$7,000,000 in aggregate principal amount of the Company's First Mortgage 5% Bonds, Series D, due July 1, 1983, all of which are outstanding under the Mortgage but are held uncancelled in the Company's treasury; and

WHEREAS, the Company desires by this Seventh Supplemental Indenture to create a new series of Bonds to be issued thereunder, 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 Seventh 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 Seventh Supplemental Indenture, receipt whereof is hereby acknowledged, it is agreed by and between the Company and the Trustees as follows:

#### ARTICLE I

##### Boxes of Series E

SECTION 1. There is hereby created a fifth series of Bonds of the Company (herein referred to as "Bonds of Series E") to be issued under and secured by the Mortgage. The Bonds of Series E (a)

shall be designated as "First Mortgage 5% Bonds Series E, due July 1, 1987"; (b) shall be dated as of July 1, 1982 (except that all registered Bonds without coupons issued during the last six months of the year 1982 shall be dated as of July 1, 1982, and all such Bonds issued thereafter shall be dated as of the first day following the close of the latest period for which interest on Bonds of Series E shall have become due and payable; (c) shall mature July 1, 1987, unless previously redeemed pursuant to Article II of this Seventh 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 January and July of each year at the rate of 5% per annum from the date thereof until the principal sum thereof has been paid, but in the case of coupon Bonds, as to interest due on or before the 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 Original Mortgage; (g) shall be limited in aggregate principal amount of \$4,000,000; and (h) shall be redeemable before maturity at the option of the Company upon the terms stated in Article II of this Seventh Supplemental Indenture.