

be dated as of the interest payment date next preceding the authentication thereof by the Trustee, except that (i) if any Bond of Eighth Series shall be authenticated before November 15, 1967, it shall be dated as of May 15, 1967 unless (ii) below is applicable, (ii) if the Company shall at the time of the authentication of a Bond of Eighth Series be in default in the payment of interest upon the Bonds of Eighth Series, such Bond of Eighth Series shall be dated as of the date of the beginning of the period for which such interest is so in default, and (iii) so long as there is no existing default in the payment of interest on the Bonds of Eighth Series, if any Bond of Eighth Series shall be authenticated after the close of business on any record date, as hereinafter defined, with respect to any interest payment date (November 15th or May 15th as the case may be) and on or prior to such interest payment date, it shall be dated as of such interest payment date. The registered owner of any Bond of Eighth Series dated as of an interest payment date as provided in (ii) above shall, if the Company has defaulted in the payment of interest due on such interest payment date and such default shall be continuing, be entitled to exchange such Bond for a Bond or Bonds of Eighth Series of the same aggregate principal amount dated as of the interest payment date next preceding the interest payment date first mentioned in this sentence. If the Trustee shall have knowledge at any time that any registered owner of a Bond of Eighth Series shall be entitled by the provision of the next preceding sentence to exchange such Bond, the Trustee shall within thirty (30) days mail to such owner at the address of such owner appearing upon the registry book of the Company a notice informing such owner that such owner has such right of exchange. All Bonds of Eighth Series shall mature May 15, 1997; the principal of and interest on the Bonds of Eighth Series shall be payable in lawful money of the United States of America; the place where such principal shall be payable shall be at the principal office of the Trustee in the City of Chicago, Illinois (or at the principal office of any successor in trust); the place where interest shall be payable shall be the office or agency of the Company in the City of Chicago, Illinois; the rate of interest shall be 3 1/4% per annum, payable semi-annually on the fifteenth days of May and November of each year; and the terms of redemption shall be as referred to in Section 2 of this Article I.

So long as there is no existing default in the payment of interest on the Bonds of Eighth Series, the person in whose name any Bond of Eighth Series is registered at the close of business on any record date with respect to any

interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding any transfer or exchange of such Bond of Eighth Series subsequent to the record date and on or prior to such interest payment date, except as and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond of Eighth Series is registered on the date of payment of such defaulted interest.

As used in this Section 1, the term "default in the payment of interest" means failure to pay interest on the applicable interest payment date disregarding any period of grace permitted by Section 9.02 of the Indenture.

The term "record date" as used herein with respect to any interest payment date shall mean the last business day which is more than 10 calendar days prior to such interest payment date. The term "business day" as used herein shall mean any day other than a Saturday or a Sunday or a day on which the offices of the Trustee in the City of Chicago, Illinois, are closed pursuant to authorization of law.

SECTION 2. The Bonds of Eighth Series shall be redeemable 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 the Indenture, and of indentures supplemental thereto, at the redemption prices hereinafter stated, on notice given in the manner and with the effect provided in this Section 2 and in Article IV of the Indenture.

The redemption prices of Bonds of Eighth Series redeemed at the option of the Company shall be, except as hereinafter otherwise provided, the percentages of the principal amount thereof set forth in the following table under the heading "General Redemption Price." The redemption prices of Bonds of Eighth Series redeemed pursuant to the replacement fund provisions of Article III of this Eighth Supplemental Indenture or by the application (whether at the direction of the Company or otherwise), pursuant to Section 8.02 of the Indenture, of cash included in the trust estate, other than cash deposited with the Trustee pursuant to Section 3.05 of the Indenture or cash deposited with the Trustee pursuant to any right reserved to the Company to deposit cash with the Trustee which it is not obligated to deposit with the Trustee by the terms of the Indenture or any indenture supplemental thereto, shall be the percentages of the principal amount thereof set forth in the following table under the heading "Special