

default in the payment of interest and except for the payment of defaulted interest, the interest payable on any May 15 or November 15 will be paid to the person in whose name this bond was registered at the close of business on the last business day which is more than 10 calendar days prior to such May 15 or November 15.

This bond is one of the series hereinafter specified, of the bonds of the Company (herein called the "bonds") known as its "First Mortgage Bonds," issued and to be issued in one or more series under and secured by an Indenture of Mortgage and Deed of Trust dated as of December 1, 1946, duly executed by the Company to Continental Illinois National Bank and Trust Company of Chicago (herein called the "Trustee") and George G. Moore (B. M. Lamberson, successor Individual Trustee), Trustees, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the bonds are, and are to be, issued and secured, and the rights of the bearers or registered owners of the bonds and of the Trustees in respect of such security. As provided in said Indenture, the bonds may be for various principal sums, are issuable in series, may mature at different times, may bear interest at different rates and may otherwise vary as therein provided; and this bond is one of a series entitled "First Mortgage Bonds, 5 3/4% Series due 1997," created by an Eighth Supplemental Indenture dated as of May 15, 1967, as provided for in said Indenture.

To the extent permitted by said Indenture, modifications or alterations of said Indenture or of any indenture supplemental thereto and of the rights and obligations of the Company and of the bearers or registered owners of the bonds and coupons may be made, with the consent of the Company, by affirmative vote of the bearers or registered owners (or persons entitled to vote the same) of not less than sixty-six and two-thirds per cent (66 2/3%) in principal amount of the bonds entitled to vote at a meeting of bondholders called and held as provided in said Indenture and by like affirmative vote of not less than sixty-six and two-thirds per cent (66 2/3%) in principal amount of the bonds entitled to vote of each series affected by such modification or alteration in case one or more, but less than all, of the series of bonds then outstanding under said Indenture are so affected; provided, however, that no such modification or alteration shall be made, without the consent of the registered owner hereof, which will (a) affect the right of the registered owner hereof 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 3/4% Series due 1997, may be redeemed prior to maturity, in whole at any time or in part from time to time, at the option of the Company, at the redemption prices set forth below under the heading "General Redemption Price," and are also subject to redemption for purposes of the replacement fund, the terms and provisions of which are set forth in said Eighth Supplemental Indenture, and by the application (whether at the direction of the Company or otherwise) of cash included in the trust estate (with certain exceptions), at the redemption prices set forth below under the heading "Special Redemption Price." The aforesaid redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed and in every case plus accrued interest to the redemption date, are as follows:

If Redeemed During 12 Months' Period Ending May 15				If Redeemed During 12 Months' Period Ending May 15			
	General Redemption Price	Special Redemption Price			General Redemption Price	Special Redemption Price	
1968.....	106.13	100.38	1963.....	102.96	100.30		
1969.....	105.92	100.38	1984.....	102.75	100.29		
1970.....	105.71	100.38	1985.....	102.54	100.28		
1971.....	105.50	100.38	1986.....	102.33	100.26		
1972.....	105.29	100.38	1987.....	102.12	100.25		
1973.....	105.07	100.38	1988.....	101.91	100.23		
1974.....	104.86	100.38	1989.....	101.69	100.21		
1975.....	104.65	100.38	1990.....	101.48	100.20		
1976.....	104.44	100.38	1991.....	101.27	100.18		
1977.....	104.23	100.37	1992.....	101.06	100.16		
1978.....	104.02	100.36	1993.....	100.85	100.13		
1979.....	103.81	100.35	1994.....	100.64	100.11		
1980.....	103.60	100.34	1995.....	100.43	100.09		
1981.....	103.38	100.33	1996.....	100.22	100.06		
1982.....	103.17	100.32	1997.....	100.00	100.00		

provided, however, that prior to May 15, 1972, none of the First Mortgage Bonds, 5 3/4% Series due 1997, 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 Eighth Supplemental Indenture) less than 5.795% per annum.