

Form of Trustee's certificate to appear on all Bonds of Eighth Series
be substantially as follows:

(Form of Trustee's Certificate)

This bond is one of the bonds of the series designated therein, described
within-mentioned Indenture and Eighth Supplemental Indenture.

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee,

By.....
Authorized Officer.

Section 4. Bonds of Eighth Series shall be exchangeable upon surrender
of at the principal office of the Trustee in the City of Chicago, Illinois
the principal office of any successor in trust) or at the office or agency
Company in the Borough of Manhattan, The City of New York,
York, for registered bonds without coupons of the same aggregate
total amount but of different authorized denomination or denomina-
such exchanges to be made without service charge (except for any
p tax or other governmental charge).

Every bond so surrendered shall be accompanied by a proper transfer
r duly executed by the registered owner or by duly authorized attorney,
he signature to such transfer power shall be guaranteed to the satisfac-
of the Trustee.

Section 5. Until Bonds of Eighth Series in definitive form are ready
elivery, the Company may execute, and upon its request in writing
trustee shall authenticate and deliver in lieu thereof, Bonds of Eighth
in temporary form as provided in Section 2.05 of the Indenture.
Bonds of Eighth Series in temporary form may, in lieu of the state-
of the specific redemption prices required to be set forth in such
s in definitive form, include a reference to this Eighth Supplemental
dure for a statement of such redemption prices.

Section 6. Definitive Bonds of Eighth Series may be in the form of
fully engraved bonds or bonds printed or lithographed with steel engraved
borders.

ARTICLE II.

ISSUE OF BONDS OF EIGHTH SERIES.

Section 1. Bonds of Eighth Series may be executed, authenticated and
delivered from time to time as permitted by the provisions of Article III
of the Indenture.

ARTICLE III.

REPLACEMENT FUND.

Section 1. For the purpose of this Article III, the definitions contained
in and the methods of computation prescribed by this Section 1 shall be
applied, unless the context otherwise requires:

(a) The "amount of the gross property account" of the Company at
November 30, 1946, shall be deemed to be \$84,081,000. The "amount
of the gross property account" at any subsequent date shall be
\$84,081,000, plus the original cost (estimated, if necessary) of depre-
ciable property additions of the Company made to such subsequent
date, less the amount of all property retirements of depreciable prop-
erty made to such subsequent date. For the purpose of determining
the amount of the gross property account of the Company, notwith-
standing the definition of "property retirements" contained in Article I
of the Indenture, (i) property retirements shall be deemed to include
depreciable property additions not theretofore bonded, which shall have
worn out or been retired, discontinued or abandoned, whether or not
renewed or replaced (but shall not include any property only tempo-
rarily out of use), or which shall have been sold or otherwise disposed
of or released, and (ii) the amount of all property retirements of de-
preciable property shall be computed at the original cost thereof (esti-
mated, if necessary).

(b) The "amount of the gross property account for the period cov-
ered by the replacement certificate" shall be deemed to be the amount
of the gross property account of the Company at the date of the be-
ginning of the period covered by such replacement certificate.

(c) The "replacement requirement for the period covered by the
replacement certificate" shall be deemed to be an amount equal to
two and four-tenths per cent (2.4%) of the amount of the gross prop-
erty account for the period covered by the replacement certificate, if