

Notice of intention to redeem the bonds of the 4 $\frac{1}{2}$ % Series Due 1955 at the time outstanding shall be given, by or on behalf of the Company by publication at least once in each of not less than three successive calendar weeks preceding the date fixed for redemption (the first publication to be at least thirty days before the redemption date), in one newspaper of general circulation published in the City of New York, State of New York, and in one newspaper of general circulation published in the City of Chicago, State of Illinois. A copy of such notice shall also be mailed by or on behalf of the Company, not less than thirty days before the redemption date, to the holders of any registered bonds without coupons or coupon bonds registered as to principal which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of such bonds.

In the event that the Company shall give notice of its intention to redeem the bonds of said series the Company shall, and it hereby covenants that it will, before the redemption day specified in such notice, deposit with the Corporate Trustee a sum of money sufficient to redeem all of such bonds so to be redeemed on such date. If the Company shall fail so to deposit the money for the redemption of said bonds such failure shall constitute a default under the Original Indenture and the said bonds so called for redemption shall immediately become due and payable and the holders of said bonds shall be entitled to receive and the Company shall be obligated to pay the redemption price of said bonds, and thereupon and without the lapse of any period of time all of the remedies provided for in the Original Indenture with respect to a default in the payment of principal shall be available to and enforceable by the Trustees.

All moneys deposited by the Company with the Corporate Trustee under the provisions of this Section for the redemption of any of said bonds shall be held in trust for account of the respective holders thereof, and shall be paid to them respectively, upon presentation and surrender of said bonds with all unexpired coupons appertaining thereto; and after such redemption day if the moneys for the redemption of said bonds shall have been deposited as aforesaid such bonds shall cease to bear interest and such bonds shall cease to be entitled to the lien of the Original Indenture, and all supplements thereto, the coupons for interest maturing subsequent to that day shall be void and as respects the Company's liability thereon such bonds and coupons shall be deemed to have been paid.

All bonds of said 4 $\frac{1}{2}$ % Series Due 1955 paid, retired or redeemed under any of the provisions of this section shall be cancelled and oriented and the Corporate Trustee upon the request of the Company shall execute and deliver to the Company a certificate of the cancellation of such bonds.

SECTION 3. Notwithstanding any term or provision of the Original Indenture, so long, and only so long as any bonds of the 4 $\frac{1}{2}$ % Series Due 1955 shall be outstanding:

(a) Except for bonds which may be hereafter authenticated on account of expenditures made subsequent to January 1, 1935, for betterments, improvements, developments, extensions or additions to or about the plants or properties of the Company or acquisitions of new properties, and/or to pay, refund or retire such bonds, the aggregate principal amount of bonds which may be outstanding at any time under the Original Indenture and any Indentures supplemental thereto, shall not exceed Five Million Five Hundred Thousand Dollars (\$5,500,000) (including therein the Five Hundred Thousand Dollars (\$500,000) in principal amount of bonds of the 5 $\frac{1}{2}$ % Series of 1951 held in the treasury of the Company), and no bonds shall be authenticated by the Corporate Trustee in excess of such limit. Nothing herein contained shall prevent the authentication and delivery of bonds under the terms of the original indenture and of the Indentures supplemental thereto on account of expenditures made subsequent to January 1, 1935, for betterments, improvements, developments, extensions or additions to or about the plants or properties of the Company or acquisitions of new properties; and, except as hereinabove provided, shall anything herein contained prevent the authentication and delivery of bonds to pay, refund, or retire any bonds outstanding at the date of this Supplemental Indenture under the Original Indenture and supplements thereto or any bonds hereafter issued thereunder.

(b) Any bonds which may be issued by the Company subsequent to August 1, 1935, pursuant to the provisions of Section 3, of Article II of the Original Indenture on account of expenditures for betterments, improvements, developments, extensions or additions to or about the plants or properties of the Company or acquisitions of new properties shall be limited in principal amount to seventy per centum (70%) of the actual cost, or to seventy per centum (70%) of the fair value (whichever is less) of such betterments, improvements, developments, extensions or additions or acquisitions of new properties, instead of eighty per centum (80%) of the actual cost or the fair value thereof, as provided in Section 3 of Article II of the Original Indenture.

(c) No bonds shall be authenticated and delivered to the Company under the provisions of Section 3 of Article II of the Original Indenture except upon receipt by the Corporate Trustee of a certificate, signed in the name of the Company by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, stating that the net earnings of the Company before making any provision for depreciation and/or retirement reserve, during twelve consecutive calendar months ending within three months next preceding the application for authentication and delivery of such bonds, were not less than twice the aggregate interest charges for a period of twelve months on all bonds secured by the Original Indenture and all indentures supplemental thereto and the outstanding and on the bonds then requested to be authenticated. The certificate provided for by this sub-division (c) shall be in addition to and not in lieu of any certificate required by any provision of said section 3 of said Article II of the Original Indenture.

(d) No dividend or dividends on any stock of the Company shall be paid except out of earnings and/or surplus accruing to the Company after January 1, 1935, provided, however, that out of the surplus of the Company existing at December 31, 1934, not to exceed Two Hundred Thousand Dollars (\$200,000) or one half (1/2) of such surplus, whichever is less (after deducting from such surplus all premium, discount and expense of redeeming and retiring One Million Five Hundred Thousand Dollars (\$1,500,000) in principal amount of First Mortgage 6 $\frac{1}{2}$ % Series of 1943 Gold Bonds of the Company and of issuing One Million Dollars (\$1,000,000) in principal amount of First Mortgage Bonds 4 $\frac{1}{2}$ % Series Due 1955, may be applied, at the option of the Company, from time to time to the payment of dividends on preferred stock of the Company outstanding at the time of such payment.

(e) No dividend or dividends on any stock of the Company shall be paid, unless during the period beginning January 1, 1935, and ending not more than sixty days prior to the payment of such dividend, the aggregate amount included in the operating expenses of the Company for maintenance, retirements and/or reserves for retirements or depreciation and deducted from the gross revenues of the Company, shall have been not less than fourteen per centum (14%) of the gross revenues of the Company derived from the operation of its physical properties during such period.

So long as any bonds of the 4 $\frac{1}{2}$ % Series Due 1955 shall be outstanding, the Corporate Trustee is hereby authorized and directed to authenticate and deliver bonds of the Company only upon compliance with the provisions of this Third Supplemental Indenture. Upon the retirement by payment, redemption or otherwise, of all bonds of the 4 $\frac{1}{2}$ % Series Due 1955 at any time outstanding hereunder, the