

Article II
Sections 2 and 3

at the office of 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 3 of this Article II;

(h) be entitled to the benefits of certain Sinking Funds as provided in Article VII; and

(i) be substantially in the respective forms recited in the preamble of the Mortgage, and bear appropriate serial numbers.

Section 3. The Bonds of series other than Series A, and the coupons, if any, appertaining thereto, shall be substantially in the forms hereinafter recited for the Bonds of Series A, with such omissions, variations and inclusions as may be authorized, permitted or required by the Mortgage and as may be prescribed in the supplemental indenture providing for the creation of such other series.

The Bonds, and the coupons, if any, appertaining thereto, may contain such specifications, descriptive words and recitals, and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed, or engraved thereon, as the Company may deem appropriate and as are not inconsistent with the provisions of the Mortgage or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the Bonds may be listed or to conform to usage.

The several series of Bonds may differ from the Bonds of Series A and as between series in respect of any or all of the following matters:

- (a) title;
- (b) date;

Article II
Sections 3 and 4

72

(m) provisions, if any, reserving to the Company the right to redeem all or any part of the Bonds of any series before maturity;

(n) provisions, if any, for any sinking fund with respect to the Bonds of any series and the priority thereof over any sinking fund with respect to the Bonds of any series except Bonds of Series A; and

(o) any other provisions not in conflict with the provisions of the Mortgage.

In authorizing the issue of any series of Bonds (other than Bonds of Series A), all matters in respect of the Bonds of such series set forth in clauses (a) to (g), inclusive, of this Section 3, and the form of the Bonds and coupons, if any, of such series, shall be determined and specified, and any and all matters permitted by clauses (h) to (o), inclusive, of this Section 3 may be determined and specified, in a supplemental indenture providing for the creation of such series.

Bonds of any particular series shall be identical except that they may be of different numbers, of different denominations, in the form of coupon Bonds or registered Bonds without coupons, and may have serial maturities, in which case the several maturities may differ with respect to redemption price and interest rate.

Section 4. The Bonds shall be signed on behalf of the Company by its President or a Vice President, and its corporate seal or a facsimile thereof shall be affixed thereto or printed or engraved thereon and attested by its Secretary or an Assistant Secretary. Only such Bonds as shall bear thereon a certificate of authentication executed by the Corporate Trustee, substantially in the form herein before recited shall be secured by the Mortgage or be entitled to any right or benefit hereunder; and no Bond and no coupon thereunto appertaining shall be or become valid or obligatory for

Article II
Section 5

71

(j) date of maturity (which shall not be earlier than the date of maturity of the standing Bonds of Series A, except Emergency Bonds, and Bonds issued pursuant to the provisions of Section 1 of Article III);

(k) interest rate, the extent to which any portion of such interest shall be floating or interest, and the extent to which such floating interest shall be cumulative;

(l) interest payment dates;

(m) place or places for the payment of principal and for the payment of interest;

(n) whether issuable as registered Bonds without coupons, or as coupon Bonds with or without the privilege of conversion as to principal, or both, and the respective denomination of each bond and the place or places, if any, for registration as to principal of coupon Bonds and for substitution and transfer of registered Bonds, with the coupons and the procedure therefor;

(o) provisions, if any, for exchange of coupon Bonds of all or specified denominations for registered Bonds without coupons or registered Bonds without coupons of all or specified denominations for coupon Bonds, of coupon Bonds for coupon Bonds of other denominations, and of registered Bonds without coupons for registered Bonds without coupons of other denominations, and the place or places for such exchanges;

(p) limitations, if any, upon the exchange of principal amount of Bonds of the series which may be issued;

(q) provisions, if any, for the payment of principal or interest on Bonds without deduction for taxes, or for reimbursement of taxes in case of payment thereof by the holders;

(r) provisions, if any, for exchangeability of Bonds of one series for Bonds of another series;

(s) provisions, if any, with regard to any obligation of the Company to permit the conversion of Bonds of any series into stock or other securities of the Company;

Article II
Sections 4 and 5

73

any purpose until such certificate shall have been duly executed on such Bond. Such certificate executed by the Corporate Trustee upon any Bond executed by the Company shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and is one of the Bonds described in the Mortgage. The Corporate Trustee shall not authenticate or deliver any coupon Bond until all unpaid coupons thereunto appertaining shall have been detached and cancelled, except as otherwise provided in Section 5 or Section 7 of this Article II.

In case any person who, as an officer of the Company, shall have signatory of the Bonds or attested the seal thereon shall cease to be such officer before the Bonds so signed or sealed shall have been authenticated and delivered by the Corporate Trustee or disposed of by the Company, such Bonds, nevertheless, may be authenticated, delivered and disposed of as though the person had not ceased to be such officer; and any Bond may be signed on behalf of the Company and the seal of the Company may be attested by such persons as, at the actual date of the execution of the Bond, shall be the proper officers of the Company, although at the nominal date of such Bond any such person was not such officer.

The coupons attached to coupon Bonds shall bear the facsimile signature of the present Treasurer or of any future Treasurer of the Company, and for that purpose the Company may use the facsimile signature of any person who shall have been such Treasurer, notwithstanding the fact that at the time when such coupon Bonds shall be authenticated and delivered or disposed of he shall have ceased to be the Treasurer of the Company.

Section 5. In all cases in which the privilege of exchanging Bonds of any series exists and is exercised, the Bonds to