

The form of Trustee's certificate to appear on all Bonds of Second Series shall be substantially as follows:

(FORM OF TRUSTEE'S CERTIFICATE)

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

CENTRAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
as Trustee.

By \_\_\_\_\_  
Authorized Officer.

SECTION 4. Subject to the provisions of Section 2.07 of the Indenture, Bonds of Second Series shall be exchangeable as follows:

- (a) Registered bonds without coupons may, at the option of the registered owners thereof and upon surrender thereof at the principal office of the Trustee in the City of Chicago, Illinois (or at the principal office of any successor in trust) or, at the option of such registered owners, at the office or agency of the Company in the Borough of Manhattan, The City of New York, New York, be exchanged for registered bonds without coupons of the same aggregate principal amount but of different authorized denomination or denominations.
- (b) Coupon bonds may, at the option of the holders thereof and upon surrender thereof with all unmatured coupons attached at said office or at said office or agency, be exchanged for registered bonds without coupons of the same aggregate principal amount and of any authorized denomination or denominations.
- (c) Registered bonds without coupons may, at the option of the registered owners thereof and upon surrender thereof at said office or at said office or agency, be exchanged for coupon bonds of the same aggregate principal amount in the denomination of \$1,000 each.

retire through a sinking fund, on June 1, 1958, and on each June 1 thereafter to and including June 1, 1957 (such dates being hereafter referred to respectively as the "sinking fund dates"), a principal amount of Bonds of Second Series equal to one per cent (1%) of the greater principal amount of Bonds of Second Series at any one time outstanding under the Indenture prior to March 1 of the year in which the particular sinking fund date occurs.

In determining the amount of Bonds of Second Series to be retired on any sinking fund date, any excess over a multiple of \$1,000 shall be disregarded.

The principal amount of Bonds of Second Series required to be retired by the Company on any sinking fund date shall, at the option of the Company, be reduced by:

- (a) An amount equal to the principal amount of Bonds of Second Series theretofore redeemed at the option of the Company and not theretofore bonded which the Company elects to use for such purpose; provided that the Company shall have delivered to the Trustee an officers' certificate notifying the Trustee of such election and stating the principal amount of Bonds of Second Series so to be used and that they have not theretofore been bonded; and
- (b) An amount equal to the principal amount of Bonds of Second Series which shall be delivered uncanceled by the Company to the Trustee for the sinking fund not less than sixty days prior to such sinking fund date, together with an officers' certificate stating that such bonds were theretofore sold or otherwise disposed of by the Company for a consideration and reacquired by the Company; provided that all coupon bonds so delivered shall be accompanied by all unmatured coupons appertaining thereto and all registered bonds without coupons and all coupon bonds registered as to principal shall be accompanied by duly executed instruments of transfer.

If any coupon bond so surrendered shall be registered as to principal, it shall be accompanied by a proper transfer power duly executed by the registered owner or by duly authorized attorney, and the signature to such transfer power shall be guaranteed to the satisfaction of the Trustee; and every registered bond without coupons so surrendered shall be accompanied by a proper transfer power duly executed by the registered owner or by duly authorized attorney, and the signature to such transfer power shall be guaranteed to the satisfaction of the Trustee.

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

SECTION 6. Definitive Bonds of Second 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 SECOND SERIES.

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

ARTICLE III.

SINKING FUND FOR BONDS OF SECOND SERIES.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of Second Series are outstanding, it will

SECTION 2. The Company covenants and agrees to notify the Trustee in writing not less than sixty days prior to each sinking fund date of the principal amount of Bonds of Second Series required to be retired on such date under the provisions of Section 1 of this Article III (after giving effect to the reductions permitted by subparagraphs (a) and (b) of said Section 1) and to pay to the Trustee at least three business days prior to such sinking fund date a sum in cash equal to the applicable redemption price of such bonds through operation of the sinking fund.

SECTION 3. All cash deposited with the Trustee for the sinking fund, as aforesaid, shall be held in trust for the Bonds of Second Series and shall be applied by the Trustee to the redemption of outstanding Bonds of Second Series on the sinking fund date immediately following such deposit in the manner herein and in the Indenture provided. Such bonds shall be called for redemption by the Trustee after receiving the notice from the Company provided for in Section 2 of this Article III, at the redemption price then applicable in the case of redemption of Bonds of Second Series through operation of the sinking fund.

Notice of redemption having been given as provided in Article IV of the Indenture and Section 2 of Article I of this Second Supplemental Indenture, the Bonds of Second Series so called for redemption, or the specified portions thereof, shall, on the date designated in such notice, become due and payable, at the respective places at which the principal of the bonds to be redeemed is payable, at the redemption price then applicable in the case of redemption of Bonds of Second Series through the operation of the sinking fund, and upon presentation and surrender thereof with, in the case of coupon bonds, all interest coupons maturing subsequent to the redemption date and, in the case of registered bonds or of coupon bonds which shall at the time be registered as to principal, accompanied by duly executed assign