series and the forms of the Bonds and coupons thereof, and to amend the Mortgage in the respects hereinafter provided; and

WHEREAS, all of the conditions and requirements necessary to make this First Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument, in accordance with its terms and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof have been duly authorized in all respects by resolution of the Board of Directors of the Company;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar in hand paid by the Trustees to the Company at or before the execution and delivery of this First Supplemental Indenture, receipt whereof is hereby acknowledged, it is agreed by and between the Company and the Trustees as follows:

ARTICLE I

BONDS OF SERIES B

SECTION 1. There is hereby created a second series of Bonds of the Company (herein referred to as "Bonds of Series B") to be issued under and secured by the Mortgage. The Bonds of Series B (a) shall be designated as "First Mortgage 3¼% Bonds, Series B, due January 1, 1955"; (b) shall be dated as of January 1, 1950 (except that all registered Bonds without coupons issued after June 30, 1950, shall be dated as of the first day following the close of the latest period for which interest on Series B Bonds shall have been paid or made available for payment); (c) shall mature January 1, 1955, unless previously redeemed as hereinafter provided or declared due and payable pursuant to Article XV of the Mortgage; (d) shall bear interest at the rate of 3¼% per annum from and including January 1, 1950 (except that

registered Bonds without coupons shall bear interest from and including the date thereof) until payment of the principal thereof, which interest shall be payable semi-annually on July 1, 1950, and on January 1 and July 1 of each subsequent year until the principal has been paid; (e) shall be payable, both as to principal and interest, at the office or 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, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts; (f) shall be issued as coupon Bonds in the denomination of $1,000 and in the form of registered Bonds without coupons in denominations of $1,000, $5,000 and $10,000, and, with the consent of the Company (such consent as to any particular Bond to be evidenced conclusively by the execution thereof by the officers on behalf of the Company) in denominations in excess of $10,000, the coupon Bonds to be registrable as to principal, the Bonds of either form to be exchangeable for Bonds of either form in authorized denominations, and the registered Bonds of either form to be transferable, at the office or 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 5 of Article II of the Mortgage; (g) shall be limited in aggregate principal amount to $25,760,000; and (h) shall be redeemable before maturity at the option of the Company as provided in Article II of this First Supplemental Indenture.

SECTION 2. The Bonds of Series B and the interest coupons to be attached to such thereof as are coupon Bonds are to be in substantially the following forms, respectively: