

or registered assigns,
at the office or agency of the Company in the Borough of Manhattan, City
and State of New York, the principal sum of

Dollars on March 15, 1996, 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, and to pay
interest on said principal sum at the rate of 8.35% per annum, at said office
or agency in like coin or currency, from the interest payment date next
preceding the date of this Bond to which interest has been paid or duly
provided for or March 15, 1971, whichever is later (unless this Bond is
dated after any March 1 or September 1 and on or prior to the next
succeeding March 15 or September 15, as the case may be, in which case, if
interest is paid in accordance with the proviso to this sentence, from such
succeeding March 15 or September 15), semi-annually on March 15 and Sep-
tember 15 of each year, until payment of said principal sum has been made
or duly provided for; provided, however, that so long as there is no existing
default in the payment of interest (and except for the payment of defaulted
interest), the interest payable on any March 15 or September 15 will be paid
to the person in whose name this Bond is registered at the close of business
(whether or not a business day) on the March 1 or September 1, as the
case may be, next preceding such interest payment date. If and to the extent
that the Company shall default in the payment of interest due on any March
15 or September 15, such defaulted interest shall be paid to the person in
whose name this Bond is registered at the close of business on the fifteenth
day (whether or not a business day) next preceding the date fixed by the
Corporate Trustee hereinafter mentioned for the payment of such defaulted
interest, notice of which record date shall be given not less than 15 days
prior to such record date. Any such interest payment shall be made by
check mailed to the person in whose name this Bond is registered at the close
of business on the March 1 or September 1, as the case may be, next preceding
such interest payment date (or with respect to a payment of defaulted interest
on the close of business on the fifteenth day next preceding the date fixed for
the payment of such defaulted interest) at his address as it shall appear on the
registry books of the Company.

REFERENCE IS MADE TO THE FURTHER PROVISIONS OF THIS BOND SET
FORTH ON THE REVERSE HEREOF. SUCH FURTHER PROVISIONS SHALL FOR ALL
PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS
PLACE.