

latest in accordance with accepted financial practice) of less than the annual interest rate borne by said bonds:

If Redeemed Before Maturity Sinking Fund Installment May 1		If Redeemed After Maturity Sinking Fund Installment May 1	
Year	Premium	Year	Premium
1967	4.65%	1970	2.93%
1968	4.41%	1971	2.96%
1969	4.13%	1972	1.71%
1970	3.92%	1973	1.47%
1971	3.67%	1974	1.29%
1972	3.43%	1975	.85%
1973	3.18%	1976	.73%
1974	2.94%	1977	.49%
1975	2.69%	1978	.24%
1976	2.45%	1979	.20%

The bonds of this series are also subject to redemption prior to maturity by the operation of the Sinking Fund provisions of the Indenture in the manner and to the extent provided in the Indenture at the principal amount of the bonds so to be redeemed and accreted interest to the date fixed for redemption.

If this bond shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon from and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by delivery unless registered as to principal in the owner's name on the books of the Company kept for such purpose by the Company at its office or agency in the Borough of Manhattan, The City of New York, such registration being noted hereon by the Company's registrar. After such registration no transfer hereof shall be valid unless made on the Company's books by the registered owner or by his attorney thereunto duly authorized and similarly noted hereon, but this bond may be discharged from registration by being

transferred to bearer, after which it shall again be transferable by delivery, but it shall be subject to necessary registrations and transfers to bearer as before. Such registration, however, shall not affect the negotiability of the coupons hereto annexed, which shall always be payable to bearer and transferable by delivery. The Company and the Trustee and any paying agent may deem and treat the bearer of this bond as the principal as to principal, or, if this bond be registered as to principal as herein authorized, the person in whose name the same is registered, as the absolute owner hereof, and the bearer of any coupon hereon representing as the absolute owner hereof, for the purpose of receiving payment and for all other purposes.

The holder of this bond, at his option, may surrender the same, alone or with other bonds of this series, with all unmaturing coupons annexed hereto, at the above mentioned office or agency of the Company, for cancellation and exchange for one or more fully registered bonds of the same aggregate principal amount and of this series, which fully registered bond or bonds may in turn be re-exchanged for a coupon bond or bonds of the same aggregate principal amount and of this series all as provided in the Indenture. Upon such such exchange and re-exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond or the coupons hereto annexed, for the payment of the principal of or the interest on this bond, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, of the Company, whether formerly, present or future, either directly or indirectly through the Company or any predecessor or successor corporation or the Trustees or either of them by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders); any and all such liability of incorporators, stockholders, officers and directors, as such, being released by the holder hereof, by the acceptance