

any other modification of the terms of payment of such principal or interest or premium, if any, or will permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or will deprive the holder hereof of the benefit of a lien upon the mortgaged property for the security of this bond, or will reduce the percentage of bonds required for the adoption of changes or modifications as aforesaid. This bond is one of a series of bonds designated as the First Mortgage Bonds, 8½% Series due 1991, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than thirty days' prior notice, all as more fully provided in the Indenture, (a) through the operation of the Sinking Fund provided for this series in the Indenture, on July 1, 1976 and on each July 1 thereafter prior to maturity, at the principal amount thereof and accrued interest to the date fixed for redemption and (b) at the option of the Company, at any time as a whole or from time to time in part, at the principal amount thereof and accrued interest to the date fixed for redemption, together with the applicable premium (expressed as a percentage of the principal amount) set forth in the tabulation below under the heading "Optional Redemption Premium"; provided, however, that no bonds of this series may be redeemed prior to July 1, 1976, directly or indirectly from the proceeds of or in anticipation of any refunding operation involving the incurring of indebtedness having a stated interest rate of less than the annual interest rate borne by said bonds:

If Redeemed During Twelve Months Period Beginning July 1	Optional Redemption Premium	If Redeemed During Twelve Months Period Beginning July 1	Optional Redemption Premium
1971.....	8.500%	1981.....	4.026%
1972.....	8.053	1982.....	3.579
1973.....	7.605	1983.....	3.131
1974.....	7.158	1984.....	2.684
1975.....	6.710	1985.....	2.236
1976.....	6.263	1986.....	1.789
1977.....	5.816	1987.....	1.342
1978.....	5.368	1988.....	0.894
1979.....	4.921	1989.....	0.447
1980.....	4.473	1990.....	0.000

If this bond or any portion hereof 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 on this bond or such portion hereof 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 the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond and upon payment of charges, and thereupon a new fully registered bond of this series, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company, the Trustees, any paying agent or any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes. This bond, alone or with other bonds of this series, may in like manner be exchanged at such office or agency for one or more new fully registered bonds of this series in denominations approved by the Company, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer, exchange and re-exchange the Company may require the payment of any stamp or other tax or governmental charge incident thereto.

No recourse under or upon any covenant or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond, 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