

In the event of the selection for redemption (whether for the sinking fund or otherwise) of a portion only of the principal of this bond, payment of the redemption price will be made only upon surrender of this bond in exchange for a new bond or bonds for the unredeemed balance of the principal amount of this bond.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at said office of the Trustee, upon surrender of this bond for cancellation and without payment of any service charge, and thereupon a new bond or bonds of the same series, of the same aggregate principal amount and in authorized denominations will be issued to the transferee in exchange herefor, or the registered owner of this bond at his option may surrender the same, with or without other bonds of this series, for cancellation at said office and receive in exchange herefor the same aggregate principal amount of bonds of this series but of other authorized denominations, without payment of any service charge.

Subject to the provisions herein with respect to the payment of interest, the Company, the Trustee, any paying agent, and any 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, and neither the Company, the Trustee nor any paying agent nor any registrar shall be affected by any notice or writing to the contrary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE]

This bond is one of the bonds, of the series designated therein, referred to in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
as Trustee,

By _____
Authorized Officer.

WHEREAS, the execution of this Supplemental Indenture has been duly authorized by the Company and all other acts and proceedings required by law and by the Certificate of Incorporation and By-Laws of the Company necessary to make the Bonds of the 1995 Series, when