trustee under the Indenture of Mortgage and Deed of Trust,
dated as of July 23, 1973 (herein, together with all amendments
and supplements thereto, called the Indenture), from the Company
to the Trustee and Gerald R. Purdon, as trustees, or at the
office of its successor as such Trustee, in lawful money of
the United States of America, in the following manner: (i)
interest accrued on the unpaid principal amount of this Note
from and including the date of issuance to and including

January 1, 1974 shall be due and payable to the extent
accrued and unpaid on

, (ii) equal quarterly
instalment payments of interest and principal, each in the
amount of

Dollars

(\$ ), shall be payable on January 1, 1974, and on each April 1, July 1, October 1 and January 1 thereafter to and including October 1, 1993. The instalment payment payable on January 1, 1974, shall be applied entirely to the payment of principal on account of this Note. Each instalment payment payable thereafter shall, when paid, be applied, first, to the payment of interest accrued, to and including the date fixed for payment, on the unpaid principal amount of this Note, and, second, to the payment on account of the principal hereof. The remaining unpaid principal amount of this Note together with accrued and unpaid interest thereon shall be due and payable on December 31, 1993.

This Note is one of the Company's 8 1/4% Secured Notes

Due December 31, 1993 (herein called the 8 1/4% Secured Notes),

which are equally and ratably secured by the Indenture with the

Company's 8% Secured Notes Due December 31, 1993 (herein called

the 8% Secured Notes) and with certain series of Additional Notes