

- (d) be dated the date of issuance thereof (except for Secured Notes issued pursuant to Section 2.7 and 2.8);
- (e) mature, unless sooner paid in full pursuant to the provisions thereof and of the Indenture, on July 1, 2003;
- (f) bear interest on the unpaid principal amount thereof from the date of issuance thereof to, and including July 1, 2003, (computed on the basis of a 360-day year of twelve 30-day months), whether by acceleration or otherwise, at the rate of 8.40% per annum, and on any overdue principal and (to the extent not prohibited by applicable law) overdue interest and premium, if any, at the rate of 9.40% per annum (or at the highest rate not prohibited by applicable law, whichever is less);
- (g) be due and payable on each Interest Payment Date as to interest accrued and unpaid thereon (the Interest Payments) to and including the date immediately preceding each such Interest Payment Date;
- (h) be due and payable on the Instalment Payment Dates in equal instalment payments (the Instalment Payments), of interest and principal so that upon the due payment of all Instalment Payments thereon there shall have been paid to the registered owner of such Note 100% of the original principal amount of such Note, together with accrued interest thereon; each such Instalment Payment, when paid, shall be applied first to the payment of interest accrued and unpaid on such Note to the date immediately preceding such Instalment Payment and then to payment of the principal of such Note;
- (i) be prepayable only as provided in Article 6; and
- (j) be substantially of the tenor and in the form set forth in Schedule B, with such omissions, insertions and variations as are provided for or permitted by this Indenture.

Section 2.2. Execution of Notes. The Notes shall