

Notes Due July 1, 2003 (herein called the Secured Notes), which are equally and ratably secured by the Indenture. The Indenture is hereby incorporated by reference herein and reference is made thereto for a description of the Trust Estate thereby mortgaged, granted, conveyed, pledged and assigned, and the nature and extent of the security for the Secured Notes, the rights of the registered owners of the Secured Notes, the Trustees and the Company in respect of such security and otherwise, and the terms upon which the Secured Notes are to be authorized and delivered. As provided in the Indenture, the aggregate principal amount of Secured Notes which may be issued thereunder (exclusive of Secured Notes issued pursuant to Section 2.7 of the Indenture) shall not exceed \$12,900,000.

The principal of this Note is subject to prepayment by the Company in the manner and under the circumstances set forth in the Indenture, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment, together with the premium, if any, provided for in the Indenture upon such prepayment. Upon certain partial prepayments of the principal hereof, the amount of the instalment payments payable hereon shall be reduced as provided in the Indenture.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof, the premium hereon

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