

and the interest accrued and unpaid hereon may be declared to be forthwith due and payable, as provided in the Indenture.

The terms and provisions of the Indenture, the rights and obligations of the Company and the rights of the registered owners of the Notes may be changed and modified to the extent permitted by and as provided in the Indenture.

On and subject to the conditions contained in the Indenture, this Note is transferable by the registered owner hereof in person or by its duly authorized attorney on the Register (as defined in the Indenture) to be kept for that purpose at the corporate trust office of the Trustee. On and subject to the conditions contained in the Indenture, this Note is exchangeable for Notes of other denominations.

The Secured Notes are issuable only as registered notes. The Company and the Trustees may deem and treat the person in whose name this Note is registered on said Register as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest or premium, if any, on this Note or for any claim based hereon or otherwise in respect hereof or based on or in respect of the Indenture, against (i) any incorporator, any past, present or future subscriber to the