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 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.

Trustee hereunder or under the Indenture is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Indenture or now or hereafter existing at law or in equity or by statute. No delay or omission of the Trustee to exercise any right or power accruing upon any default hereunder or under the Indenture shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given hereunder or under the Indenture to the Trustees may be exercised from time to time and as often as may be deemed expedient by the Trustee.

This Note may not be modified or discharged except by an instrument in writing executed by the Company and the registered owner hereof. No requirement of this Note may be waived at any time except by a writing signed by the registered owner hereof, nor shall any waiver be deemed a waiver of any subsequent breach or default of the Company.

328 W.