

-7-

or default in the payment, when due, of any payment of the principal of the Notes (whether at maturity or by acceleration or otherwise), the unpaid principal of the Notes and, to the extent permitted by law, any overdue interest, shall thereafter bear interest at the rate of eleven and one fourth per cent (11 1/4%) per annum or if such rate exceeds the maximum permitted by law at such maximum rate until paid in full or until the Company, the Trustees and the payees and holders of the Notes shall be restored to their former positions and rights hereunder in accordance with the provisions of Section 7.07 hereof.

The principal of and interest on each Note shall be payable at the principal office of the Trustee in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts as follows. Interest, at the rate of ten and one-fourth per cent (10 1/4%) per annum payable from the date of said Note to and including the maturity date of said Note, shall be payable on the first days of August and November, 1970 and February and May, 1971.

The Notes originally issued hereunder shall be dated the date on which they are issued, and Notes issued in exchange or substitution for Notes previously issued shall be dated so that there shall be no gain or loss to the Company, any payee or transferee.