

or by any Wholly Owned Subsidiary, respectively, and the amounts of any loans or advances to such Subsidiary from the Company or from any Wholly Owned Subsidiary, respectively.

3. Inspection. After the date hereof, and so long as New England Mutual Life Insurance Company shall hold any of the Notes, the Company will permit any representatives designated by New England Mutual Life Insurance Company to visit and inspect, at the latter's expense, any of the properties of the Company or its Subsidiaries, including their books (and to make extracts therefrom), and to discuss their affairs, finances and accounts with their officers, all at such reasonable times and as often as New England Mutual Life Insurance Company may reasonably request.

4. Payments and Prepayments.

(a) Payments. On the 20th day of the calendar month next succeeding the payment in full of the 3% promissory notes referred to in subdivision (ii) of Section 5 hereof, or any obligations issued in lieu of or to refund the same, or on the 20th day of January, 1958, whichever is earlier, and on the 20th day of each calendar month thereafter, the Company will apply to the payment of the Notes (pro rata, if two or more Notes shall be outstanding, as provided in paragraph (b) of this Section 4) an amount equal to 100% of the amount of the capital retains referred to in paragraph (p) of Section 4 of the Loan Agreement, collected by the Company.

(b) Pro Rata Payment. If at the time of any partial payment or prepayment two or more Notes shall be outstanding, the principal amount to be paid shall be allocated (in units of \$1000 or multiples thereof) among the