

whether by acceleration or otherwise, at the rate of 8% per annum, and on any overdue principal and (to the extent not prohibited by applicable law) overdue interest and premium, if any, at the rate of 9 1/4% per annum (or at the highest rate not prohibited by applicable law, whichever is less);

- (7) be due and payable on the Interest Payment Dates as to interest accrued and unpaid thereon (herein called the Interest Payments);
- (8) be due and payable as to interest accrued and unpaid and as to principal in 80 equal payments (herein called the Instalment Payments) on the Instalment Payment Dates; each Instalment Payment on each Note shall be in an amount such that upon the due payment of all the Instalment Payments there shall have been paid to the registered owner of each such Note 90% of the original principal amount of such Note (as nearly as may be, but in no event less than 90%), together with accrued interest thereon; the Instalment Payment to be made on January 1, 1974 shall, when paid, be applied entirely on account of the payment of the principal of such Notes and each succeeding Instalment Payment, when paid, shall be applied first to the payment of all interest accrued and unpaid on such Notes to and including the date immediately preceding the Instalment Payment Date with respect to such Instalment Payment and then to payment on account of the principal of such Notes;
- (9) be due and payable on the Maturity Date as to the remaining principal balance of such Notes, together with accrued and unpaid interest thereon to and including the date of such payment of such Note, such that upon the due payment of all Instalment Payments there shall have been paid to the registered owner of such Note 100% of the original principal amount of such Note, together with accrued interest thereon;
- (10) be prepayable only as provided in Article 6; and
- (11) be substantially of the tenor and in the form set forth in Schedule B, with such omissions, insertions and variations as are provided for or permitted by this Indenture.

(c) The 8 1/4% Secured Notes shall:

- (1) be designated "8 1/4% Secured Notes Due December 31, 1993";