

conveyed, pledged and assigned, and the nature and extent of the security for the Notes, the rights of the registered owners of the Notes, the Trustees and the Company in respect of such security and otherwise, and the terms upon which the Notes are to be authenticated and delivered. As provided in the Indenture, the aggregate principal amount of the 8% Secured Notes which may be issued thereunder (exclusive of Notes issued pursuant to Section 2.8 of the Indenture) shall not exceed \$2,750,000 and the aggregate principal amount of the 8 1/4% Secured Notes which may be issued thereunder (exclusive of Notes issued pursuant to Section 2.8 of the Indenture) shall not exceed \$550,000.

The principal of this Note is subject to prepayment by the Company in the manner and under the circumstances set forth in the Indenture, in whole or in part, at a price equal to 100% of the principal amount hereof to be prepaid plus accrued and unpaid interest thereon to the date fixed for prepayment, together with the premium, if any, provided for in the Indenture upon such prepayment. Upon any partial prepayment of the principal hereof, the amount of the instalment payments payable hereon shall be reduced as provided in the Indenture.

Upon the occurrence of an Event of Default specified in the Indenture, the principal hereof, the premium hereon 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