

upon the income or earnings from this Note) and (ii) the Company (A) in the case of any taxes imposed with respect to the indebtedness evidenced by this Note shall not pay such taxes or charges or (B) in the case of any or all of the taxes referred to in clause (i) above cannot be compelled by law to pay such taxes or charges or the amount of such taxes or charges cannot reasonably be determined, then the Trustee may, upon at least 30 days' written notice to the Company, declare the entire principal of the Notes then outstanding, all accrued and unpaid interest thereon and the premium, if any, to be due and payable immediately, and upon any such declaration the principal of this Note and such accrued and unpaid interest and premium, if any, shall become immediately due and payable, anything in this Note or in the Indenture to the contrary notwithstanding.

In case any one or more of the provisions herein contained shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

No recourse shall be had for the payment of the principal of or interest or premium, if any, on this Note or for any claim based hereon or otherwise in respect hereof or based on or in respect of the Indenture, against (i) any incorporator, any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company (together with any predecessor or successor corporation), (ii) any corporation, partnership (or any partner thereof) or individual to which the Trust Estate or any part thereof shall have been transferred, or (iii) any person other than the Company on the ground that

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