On and subject to the conditions contained in the Indenture, this Note is transferable by the registered holder hereof in person or by its duly authorized attorney on the Register (as defined in the Indenture) to be kept for that purpose at the corporate trust office of the Trustee. On and subject to the conditions contained in the Indenture, this Note is exchangeable for Notes of other denominations.

The Notes are issuable only as registered notes. The Company and the Trustee may deem and treat the person in whose name this Note is registered on said Register as the absolute owner hereof (whether or not this Note shall be overdue) for the purpose of receiving payment and for all other purposes, and

neither the Company nor the Trustee shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, interest or premium, if any, on this Note or for any claim based hereon or otherwise in respect hereof 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 or of any predecessor or successor corporation either directly or through the Company, (ii) any corporation, partnership (or any partner thereof) or individual to which the Trust Estate or any part thereof shall have been transferred, in any such case, under any rule of law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise or (iii) any person other than the Company on the ground that in entering into the transactions evidenced hereby and by the Indenture, the Company was acting as an agent for the account and benefit of such person and that such person was the principal of the Company. It is expressly understood that all such liability (a) of such incorporators, subscribers, stockholders, officers and directors, (b) of any such corporation, partnership, individual or partner or (c) of any person other than the Company acting as agent is and is being expressly waived and released as a condition of, and as consideration for, the execution of the Indenture. Nothing contained in this Note or the Indenture shall be taken to (i) prevent recourse to and the enforcement against the Company and the Trust Estate of all liabilities, obligations and undertakings contained in this Note or the Indenture,