

SECTION 1.05. *Who Treated as Owners; Place of Payments.* The Company and, subject to the provisions of Section 8.01, the Trustees may deem and treat the holder of any Note as the absolute owner of such Note (whether or not such holder is the payee thereof) for the purpose of receiving payment thereof or on account thereof and for all purposes whatsoever, whether or not such Note be overdue, and neither the Company nor the Trustees shall be affected by any notice to the contrary. Except as hereinafter provided, payment of or on account of the principal of, and interest and premium, if any, on any Note shall be made only to or upon the written order of the holder thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid.

The principal of, and interest (and premium, if any) on, the Notes shall be payable and prepayable at the corporate trust office of the Trustee, or of its successor as such Trustee, against presentation of the Notes for marking of such payment or prepayment thereon or, in the case of payment or prepayment which will fully discharge all indebtedness of the Company evidenced thereby, against surrender thereof to the Trustee. Notwithstanding the foregoing sentence, if there shall be filed with the Trustee a copy of an agreement between the Company and the holder of any Note to the effect that the Company will cause the interest on such Note and all payments and prepayments (except in the case of a payment or prepayment which will completely discharge all indebtedness of the Company evidenced by such Note) of the principal thereof, including any premium, to be paid by check of the Trustee duly mailed or delivered to the holder of such Note at a specified address without presentation of such Note to the Trustee, and that such holder, before such Note is sold, transferred or otherwise disposed of, will surrender the same to the Trustee for appropriate notation thereon of the extent to which all payments or prepayments of principal have been previously made thereon and the date to which interest thereon has been paid, and upon such surrender will promptly cause written notice to be given to the Company and the Trustee of such sale, transfer or other disposition, and of the name and address of the transferee, the Trustee shall, until such surrender, marking and notice, pay the interest on

such Note, and make payments and prepayments of principal in accordance with the provisions of such agreement and without presentation of such Note to the Trustee for marking. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid, and the Trustee shall have no liability to any person in respect to any such payment.

SECTION 1.06. *Mutilated, Lost, Stolen and Destroyed Notes.* If any Note shall become mutilated or be destroyed, lost or stolen, the Company may execute and deliver a new Note of the same series and original principal amount, in exchange and substitution for the mutilated Note or in lieu of and substitution for the Note so destroyed, lost or stolen, or if any such Note shall have matured or shall be about to mature, instead of issuing a substituted Note the Company may pay the same without surrender thereof. In every case the applicant for a substituted Note or for such payment shall furnish to the Trustee and the Company such security or indemnity as they may reasonably require to save them harmless and shall evidence to their satisfaction the destruction, loss or theft of such Note and the ownership thereof. Upon the issuance of any substituted Note the Company may require payment of a sum sufficient to cover any tax or other governmental charge and any charges and expenses of the Trustee or the Company. Prior to the delivery thereof, the Company shall deliver each such substituted Note to the Trustee, and the Trustee shall note thereon the amount of principal payments theretofore made on the mutilated, lost, stolen or destroyed Note with respect to which such substituted Note was delivered, and redeliver such Note to the Company; and the principal payments so noted shall be deemed to have been made on such substituted Note.

SECTION 1.07. *Cancellation of Surrendered Notes.* Any Note or Notes surrendered to the Trustee as provided in this Article shall be cancelled forthwith by the Trustee, and thereafter, upon the written request of the Company signed by the President or a Vice President thereof, such Note or Notes shall be delivered to the Company and