

all purposes whatsoever, and the Company, the Trustees and any paying agent shall not be affected by any notice to the contrary; and subject to the last paragraph of Section 1.01 payment of or on account of principal and interest shall be made only to or upon the order in writing of the payee thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Notes to the extent of the sum or sums so paid.

SECTION 1.05. Upon receipt by the Company and the Trustee of evidence satisfactory to both of them that any Note has been mutilated, destroyed, lost or stolen, and of indemnity satisfactory to both of them, in their discretion, the Company, in its discretion, may execute, and thereupon the Trustee shall authenticate and deliver, a new Note of like tenor in exchange and substitution for, and upon surrender and cancellation of, the mutilated Note or in lieu of and in substitution for the Note so destroyed, lost or stolen. The Company, may, for each new Note authenticated and delivered under the provisions of this Section 1.05, require the payment of a sum sufficient to reimburse it for expenses, including counsel fees, which may be incurred by the Company and the Trustee in connection therewith. Any Note issued under the provisions of this Section 1.05 in lieu of any Note alleged to be destroyed, lost or stolen shall constitute an original additional contractual obligation on the part of the Company whether or not the Note so alleged to be destroyed, lost or stolen be at any time enforceable by anyone, shall be equally and proportionately entitled to the benefits of this Indenture with all other Notes issued under this Indenture and shall, notwithstanding anything contained in this Indenture, be so dated that neither gain nor loss in interest shall result from such exchange or substitution.

ARTICLE II.

AUTHENTICATION AND DELIVERY OF NOTES.

SECTION 2.01. This Indenture creates a continuing lien to secure the full and final payment of the principal of, and any other sums payable on, all Notes which may, from time to time, be executed, authenticated and delivered hereunder. Forthwith upon the execution and delivery of this Indenture, the Company may execute and deliver to the Trustee Notes in the aggregate principal amount of One Million Two Hundred Seventy Thousand Dollars (\$1,270,000) and the Trustee shall thereupon authenticate and deliver to or upon the written order of the Company such Notes so delivered to it, but only upon receipt by the Trustee of the following:

(a) a written order of the Company, signed by the President or a Vice President of the Company, requesting the authentication and delivery of such Notes: and

(b) a separate amortization schedule with respect to each such Note setting forth the amount of payments of interest and principal to be made on such Note and the unpaid principal balance thereof which will be outstanding after each such payment.