

or other governmental charge or any other charges and expenses connected therewith which are paid or payable by the Company.

(c) All New Notes issued pursuant to Section 2.06 (a), (b) or (d) in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Company evidencing the same debt as the Old Notes and shall be entitled to the benefits and security of this Indenture to the same extent as the Old Notes.

(d) Upon the issuance of any Note, pursuant to Section 2.01, 2.02 or 2.03, the Company shall deliver to the Trustee two copies of an amortization schedule with respect to such Note setting forth the amount of the Instalment Payments to be made on such Note after the date of issuance thereof and the unpaid principal balance of such Note after each such Instalment Payment. The Trustee shall deliver one copy of the applicable schedule to the holder of such Note at its address set forth in the Register.

SECTION 2.08. *Cancellation of Notes.* All Notes surrendered for the purpose of payment, redemption, transfer or exchange shall be delivered to the Trustee for cancellation or, if surrendered to the Trustee, shall be cancelled by it, and no Notes shall be issued in lieu thereof except as expressly required or permitted by any of the provisions of this Indenture. The Trustee shall hold all such cancelled Notes until this Indenture shall have been discharged, at which time the Trustee shall either deliver such cancelled Notes in a manner necessary to effect the discharge and release of this Indenture of record or, if no such delivery is necessary, shall deliver such cancelled Notes to the Company. The Trustee shall deliver a certificate to the Company specifying any cancellation of Notes which has been made. If the Company shall acquire any of the Notes, however, such acquisition shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are surrendered to the Trustee for cancellation.

SECTION 2.09. *Trustee as Agent.* The Trustee is hereby appointed the agent of the Company for the payment, registration, transfer and exchange of Notes. Subject to the provisions of Section 2.04 and Section 7.01, Notes may be presented for payment at, and notices or demands with respect to the Notes or this Indenture may be served or made at, the principal office of the Trustee.

SECTION 2.10. *Registered Owner.* The person in whose name any Note shall be registered shall be deemed and treated as the owner thereof for all purposes of this Indenture and neither the Company nor the Trustee shall be affected by any notice to the contrary. Payment of or on account of the principal of, premium, if any, and interest on such Note shall be made only to or upon the order in writing of such registered owner. For the purpose of any request, direction or consent hereunder, the Company and the Trustee may deem and treat the registered owner of any Note as the owner thereof without production of such Note.

### ARTICLE THIRD.

#### PARTICULAR COVENANTS OF THE COMPANY.

The Company covenants with the Trustees for the benefit of the Trustees and the holders of the Notes as follows:

SECTION 3.01. *Validity of Notes; Title to Trust Estate and Lien; Truth of Recitals.* (a) The Company represents and warrants that it is duly authorized under the laws of Delaware, and all other applicable provisions of law to create and issue the Notes and to execute and deliver this Indenture, and all corporate action on its part necessary for the valid creation and issuance of the Notes and the valid execution and delivery of this Indenture has been duly and effectively taken; and the Notes in the hands of the holders thereof will be legal and valid obligations of the Company.

(b) The Company represents and warrants that it is the lawful owner and is now lawfully seized and possessed of the Trust Estate free and clear of all liens, charges or encumbrances whatever except Permitted Encumbrances, and has full power and lawful authority to grant, bargain, sell, alien, mortgage,

