

any) so mutilated or in lieu of and in substitution for the Bond and its coupons (if any) so lost, stolen or destroyed. In case any coupon appertaining to any temporary or definitive Bond shall become mutilated or be lost, stolen or destroyed, the Company in the case of a mutilated coupon shall, and in the case of a lost, stolen or destroyed coupon may in its discretion, execute, and upon request of an officer of the Company the Corporate Trustee shall authenticate and deliver, a new Bond (with coupons corresponding to the coupons appertaining to the Bond with respect to which such coupon shall have become mutilated or shall be lost, stolen or destroyed), bearing a number not contemporaneously outstanding, in exchange and substitution for such Bond and any coupons appertaining thereto. In every case the applicant for a substituted Bond shall furnish to the Company and to the Corporate Trustee such security or indemnity as may be required by them to save each of them harmless, and, in every case of loss, theft or destruction, the applicant shall also furnish to the Company and to the Corporate Trustee evidence to their satisfaction of the loss, theft or destruction of such Bond (or such coupon or coupons) and of the ownership thereof. Upon the issuance of any substituted Bond, the Company and the Corporate Trustee, respectively, may require the payment of all expenses and charges, including counsel fees, in connection with the preparation and issuance thereof and may require compliance with such other reasonable regulations as the Company or the Corporate Trustee may prescribe. In case any Bond or any coupon which has matured or is about to mature shall become mutilated or be lost, stolen or destroyed, the Company may, instead of issuing a substitute Bond, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond or coupon) if the applicant for such payment shall furnish the Company and the Corporate Trustee with such security or indemnity as they may require to save them harmless and, in case of loss, theft or destruction, evidence to the satisfaction of the Company and the Corporate Trustee of the loss, theft or destruction of such Bond or coupon and of the ownership thereof.

Every substituted Bond issued pursuant to the provisions of this Section 1.09 by virtue of the fact that any Bond or any coupon is lost, stolen or destroyed shall constitute an additional contractual obligation of the Company, whether or not the lost, stolen or destroyed Bond or coupon shall be enforceable by anyone at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds and