

Section 2.4. Home Office Payment. The principal of, premium, if any, and interest on the Notes shall be payable at the Corporate Trust Office in lawful money of the United States of America, against presentation of the Notes for notation of the payment or prepayment made thereon, or in the case of a payment or prepayment which will discharge all indebtedness of the Company evidenced thereby, against surrender thereof. Notwithstanding the foregoing sentence, if there shall be filed with the Trustee an executed copy of an agreement between the Company and the registered owner of any Note or the person for whom such registered owner is a nominee, or a conformed copy thereof certified by the Company to be a true and complete copy thereof, to the effect that (i) the Company will cause all amounts which become due and payable on such Note (except a payment or prepayment of principal which will discharge all indebtedness of the Company evidenced by such Note), to be paid by check of the Trustee duly mailed or delivered to such registered owner at its address appearing on the Register, without presentation of such Note to the Trustee, and (ii) such registered owner or person will not sell, transfer or otherwise dispose of such Note, other than as provided in Section 2.8, then the Trustee shall, until such Note has been transferred on the Register, pay all amounts which become due and payable on such Note in accordance with such agreement. The Note Agreements constitute agreements of the character described in this Section.

Section 2.5. Register. The Company shall cause to be kept at the Corporate Trust Office a register (the Register) for the registration and transfer of Notes. The Register shall be maintained by the Trustee, and the names and addresses of the registered

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