

owner in the same original principal amount as such Note so mutilated, destroyed, lost or stolen, shall be authenticated and delivered by the Trustee to such registered owner in exchange for such Note, if mutilated, or in substitution for such Note, if destroyed, lost or stolen; provided that (i) in the case of a mutilated Note, such Note shall be surrendered for cancellation at the Corporate Trust Office, and (ii) in the case of a destroyed, lost or stolen Note, the registered owner thereof shall furnish to the Company and the Trustees such security and indemnity as may be reasonably required by them to save each of them harmless and to evidence to their satisfaction the destruction, loss or theft of such Note and the ownership thereof; provided that if such registered owner shall be one of the purchasers named in Exhibit A to the Note Agreements or the nominee of one of such purchasers, the Company and the Trustees shall accept the indemnity of such purchaser.

Section 2.9. New Notes. (a) Each new Note (herein, in this Section, called a New Note) issued pursuant to Section 2.8 in exchange for, in substitution or in lieu of an outstanding Note (herein, in this Section, called an Old Note) shall be dated the date of such Old Note. The Trustee shall mark on each New Note (i) the date to which principal and interest have been paid on such Old Note, (ii) all payments and prepayments of principal previously made on such Old Note which are allocable to such New Note and (iii) the amount of each Instalment Payment payable on such New Note. Each Instalment Payment payable on such New Note on any date shall bear the same proportion to the Instalment Payment payable on such Old Note on such date as the original principal amount of such New Note bears to the original principal amount of such Old

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