

Note. Interest shall be deemed to have been paid on such New Note to the date on which interest shall have been paid on such Old Note, and all payments and prepayments of principal marked on such New Note, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Note pursuant to Section 2.8, the Company may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any tax 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 2.8 in exchange for or in substitution or in lieu of Old Notes shall be valid obligations of the Company evidencing the same debt as such Old Notes and shall be entitled to the benefits and security of this Indenture to the same extent as such Old Notes.

Section 2.10. Trustee as Agent. The Trustee is hereby appointed the agent of the Company for the payment, registration, transfer and exchange of Notes, and to receive all notices or demands to or upon the Company with respect to the Notes or this Indenture. Notes may, subject to the provisions of Section 2.4, be presented for payment at, and notices or demands with respect to the Notes or this Indenture may be given or made at, the Corporate Trust Office. The Trustee will notify the Company of its receipt of any such notices or demands within 10 days after receipt thereof, but the failure of the Trustee so to notify the Company will not relieve the Company of any of its obligations hereunder nor affect or impair any of the rights of the Trustee or the registered owners of the Notes under this Indenture or impose any liability upon the Trustee or the registered owners of the Notes.

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