

issued pursuant to Section 2.6(a), (b) or (c) in exchange for or in substitution or in lieu of an outstanding Bond (herein, in this Section 2.7, called an Old Bond) shall be dated the date of such Old Bond. The Trustee shall mark on each New Bond (i) the date to which principal and interest have been paid on such Old Bond, (ii) all payments and prepayments of principal previously made on such Old Bond which are allocable to such New Bond and (iii) the amount of each Instalment Payment payable on such New Bond. Each Instalment Payment payable on such New Bond on any date shall bear the same proportion to the Instalment Payment payable on such Old Bond on such date as the original principal amount of such New Bond bears to the original principal amount of such Old Bond. Interest shall be deemed to have been paid on such New Bond to the date on which interest shall have been paid on such Old Bond, and all payments and prepayments of principal marked on such New Bond, as provided in clause (ii) above, shall be deemed to have been made thereon.

(b) Upon the issuance of a New Bond pursuant to Section 2.6(a), (b) or (c), 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 Bonds issued pursuant to Section 2.6(a), (b) or (c) in exchange for or in substitution or in lieu of Old Bonds shall be valid obligations of the Company evidencing the same debt as the Old Bonds and shall be entitled to the benefits and security of this Indenture to the same extent as the Old Bonds.

SECTION 2.8. Trustee as Agent. The Trustee is hereby appointed the agent of the Company for the payment, registration, transfer and exchange of Bonds, and to receive all notices or demands to or upon the Company with respect to the Bonds or this Indenture. Bonds may, subject to the provisions of Section 2.2, be presented for payment at, and notices or demands with respect to the Bonds or this Indenture may be given or made at, the principal corporate trust office of the Trustee. 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

0025

4328 RV-23