

surrendered for cancelation at the principal corporate trust office of the Trustee and is accompanied by an instrument or instruments of transfer satisfactory to the Trustee. A new Bond, executed by the Company and payable to the transferee in an original principal amount equal to the original principal amount of such transferred Bond, shall be authenticated and delivered by the Trustee to the transferee in exchange for such transferred Bond.

(b) Any Bond or Bonds may be exchanged for a new Bond or Bonds, if such Bond or Bonds to be so exchanged are surrendered for cancelation at the principal corporate trust office of the Trustee and are accompanied by the request of the holder thereof specifying the authorized denomination or denominations of the new Bond or Bonds to be issued in exchange therefor. A new Bond or Bonds, executed by the Company and payable to such holder in the authorized denomination or denominations so requested and in the aggregate original principal amount of such Bond or Bonds to be so exchanged, shall be authenticated and delivered by the Trustee to such holder in exchange for such Bond or Bonds to be so exchanged.

(c) If any Bond shall become mutilated or be destroyed, lost or stolen, upon request of the holder thereof, a new Bond, executed by the Company and payable to such holder in the same original principal amount as such Bond so mutilated, destroyed, lost or stolen, shall be authenticated and delivered by the Trustee to such holder in exchange for such Bond if mutilated, or in substitution for such Bond if destroyed, lost or stolen; provided, however, that (i) in the case of a mutilated Bond, such Bond shall be surrendered for cancelation at the principal corporate trust office of the Trustee, or (ii) in the case of a destroyed, lost or stolen Bond, the holder thereof shall furnish to the Company and the Trustee 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 Bond and the ownership thereof (it being agreed that an agreement to so indemnify by any original purchaser of a Bond shall be sufficient indemnity under this clause (ii)).

SECTION 2.7. Marking of New Bonds. (a) Each new Bond (herein, in this Section 2.7, called a New Bond)

2200

9323

4328 RV-23