

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, in immediately available funds, duly mailed or delivered to such registered owner at its address appearing on the Register or by direct deposit, in immediately available funds, with the Trustee or by bank wire transfer to any other bank in any account maintained by such registered owner at any such bank, and as such registered owner may direct the Trustee in writing without presentation of such Note to the Trustee, and (iii) such registered owner or person will not sell, transfer or otherwise dispose of such Note, other than as provided in Section 2.7, 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 2.4. 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 owners of the Notes, the