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of the holders of the Notes, the transfers of the Notes and the names and addresses of the transferees of all Notes shall be registered in the Register.

SECTION 2.06. Transfers and Exchanges. (a) The holder of any Note may transfer such Note upon the surrender thereof at the principal office of the Trustee. Thereupon, the Company shall execute in the name of the transferee a new Note or Notes of the same series, in authorized denominations, in aggregate principal amount equal to the original principal amount of the Note so surrendered, and the Trustee shall authenticate and deliver such new Note or Notes to such transferee.

(b) The holder of any Note or Notes may surrender such Note or Notes at the principal office of the Trustee, accompanied by a written request for a new Note or Notes of other authorized denominations, as specified in such request. Thereupon, the Company shall execute in the name of such holder a new Note or Notes in the denomination or denominations so requested and in aggregate principal amount equal to the aggregate original principal amount of the Note or Notes so surrendered, and the Trustee shall authenticate and deliver such new Note or Notes to such holder.

(c) All Notes presented or surrendered for exchange or transfer shall be accompanied (if so required by the Company or by the Trustee) by a written instrument or instruments of assignment or transfer, in form satisfactory to the Trustee, duly executed by the registered holder or by his attorney duly authorized in writing. The Company shall not be required to make a transfer or an exchange of any Note for a period of ten days preceding any Instalment Payment date with respect thereto.

(d) In case any Note shall become mutilated or be destroyed, lost or stolen, the Company, upon the written request of the holder thereof, shall execute and the Trustee shall authenticate and deliver, a new Note in exchange and substitution for the mutilated Note, or in lieu of and substitution for the Note so destroyed, lost or stolen. In every case the applicant for a substituted Note shall furnish to the Company and to the Trustees such security or indemnity as may be required by them to save each of them harmless from all risks, and the applicant shall also furnish to the Company and to the Trustees evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and of the ownership thereof. In case any Note which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Company may, instead of issuing a substituted Note, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Note), if the applicant for such payment shall furnish to the Company and to the Trustees such security or indemnity as they may require to save them harmless, and evidence to the satisfaction of the Company and the Trustees of the mutilation, destruction, loss or theft of such Note and of the ownership thereof.

(e) No notarial act shall be necessary for the transfer or exchange of any Note pursuant to this Section 2.06, and the holder of any Note issued as provided in this Section 2.06 shall be entitled to any and all rights and privileges granted under this Indenture to a holder of a Note.

SECTION 2.07. The New Notes. (a) Each new Note (herein, in this Section 2.07, called a New Note) issued pursuant to Section 2.06 (a), (b) or (d) in exchange for or in substitution or in lieu of an outstanding Note (herein, in this Section 2.07, 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 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 2.06 (a), (b) or (d) 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

