authentication thereon, in the form set forth in Schedule B hereto. The authoritication and delivery by the Trustee of any Note shall be conclusive, and the only competent, evidence that such Note has been duly issued hereunder and is entitled to the benefits and security of this Indenture.

Section 2.6. <u>Transfer and Exchange of Notes</u>. (a) Notes shall be transferred only on the Register. Any Note may be transferred on the Register, if such Note is surrendered for cancellation at the corporate trust office of the Trustee and is accompanied by an instrument or instruments of transfer satisfactory to the Trustee. A new Note executed by the Company and payable to the transferee in an original principal amount equal to the original principal amount of such transferred Note, shall be authenticated and delivered by the Trustee to the transferee in exchange for such transferred Note.

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

(c) If any Note shall become mutilated or be destroyed, lost or stolen, upon request of the holder thereof a new Note executed by the Company and payable to such holder in the same original principal amount as such Note so mutilated, destroyed, lost or stolen shall be authenticated and delivered by the Trustee to such holder in exchange for such Note, if mutilated, or in substitution for such Note, if destroyed, lost or stolen; provided, that (i) in the case of a mutilated Note, such Note shall be surrendered for cancellation at the corporate trust office of the Trustee or (ii) in the case of a destroyed, lost or stolen Note, 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 Note and the ownership thereof.

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