

Section 2.6(a), (b) or (c) in exchange for, in substitution or in lieu of an outstanding Note (herein, in this Section 2.7 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 Balance payable on such Old Note on such date as the original

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

Section 2.8. Trustee as Agent. The Trustee is hereby appointed the agent of the Company for the payment, registration, transfer and exchange of Notes, and to receive all notices or demands to or upon the Company with respect to the Notes or this Indenture. Notes may, subject to the provisions of Section 2.2, be presented for payment at, and notices or demands with respect to the Notes or this Indenture may be given or made at, the 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 to notify the Company will not relieve the Company of any of its