

obligations hereunder nor affect or impair any of the rights of the Trustees or the holders of the Notes under this Indenture or impose any liability upon the Trustees or the holders of the Notes.

Section 2.9. Owners of Notes. The Company and the Trustees may deem and treat the person in whose name any Note is registered on the Register as the absolute owner thereof (whether or not such Note shall be overdue), and neither the Company nor the Trustees shall be affected by any notice to the contrary. Payment of or on account of the principal of, premium, if any, and interest on such Note shall be made only to or upon the order of such person. All such payments so made, including, without limitation, all payments made pursuant to Section 2.2, shall be valid and effective to satisfy and discharge the liability of the Company upon such Note to the extent of the sum or sums so paid, and the Trustees shall have no liability in respect of such payments.

Section 2.10. Lien of Indenture. This Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Notes which may, from time to time, be outstanding hereunder. No Notes may be issued under this Indenture, except pursuant to Section 2.6(a), (b) or (c) or Section 3.1.

Section 2.11. Cancellation of Notes. All Notes, when paid in full, shall be surrendered to the Trustee for cancellation. No Notes shall be issued in exchange or substitution for Notes paid in full.

### ARTICLE III

#### Original Issuance of Notes

Section 3.1. Original Issuance of Notes. On the Closing Date (as defined in the Note Agreements), Notes in

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the aggregate principal amount of \$2,100,000 (exclusive of Notes issued pursuant to Section 2.6(a), (b) and (c)) may be executed by the Company and authenticated and delivered by the Trustee in accordance with the order of the Company signed by the President or a Vice President thereof.

Section 3.2. Order of the Company. Each order of the Company referred to in Section 3.1 shall specify the aggregate principal amount of Notes to be authenticated and delivered and the date on which such Notes are to be authenticated and delivered, and shall be the only authority required by the Trustee for such authentication and delivery.