

deliver a new Note of the same principal amount and maturity and of like tenor as the Note in exchange and substitution for such mutilated Note or in lieu of the substitution for such lost, stolen or destroyed Note.

Application for exchange and substitution of a mutilated, lost, stolen or destroyed Note shall be made to the Corporation at the Corporate Office. In every case the applicant for a substitute Note shall furnish to the Issuer and to the Corporation such security or indemnity as may be required by them to save each of them harmless. In every case of loss, theft or destruction of the Note, the applicant shall also furnish to the Issuer and to the Corporation evidence to their satisfaction of the loss, theft or destruction and of the ownership of the Note. In every case of mutilation of the Note, the applicant shall surrender the Note so mutilated.

Notwithstanding the foregoing provisions of this Section 2.02, in the event the Note shall have matured or be about to mature and no default has occurred which is then continuing in the payment of the principal or interest on the Note, the Issuer may authorize the payment of the same without surrender thereof, except in the case of a mutilated Note, instead of issuing a substitute Note, provided security or indemnity is furnished as above provided in this Section 2.02.

Upon the issuance of any substitute Note, the Issuer and the Corporation may charge the Holder of such Note reasonable fees and expenses in connection therewith. Every substitute Note issued pursuant to the provisions of this Section 2.02 by virtue of the fact that the Note is mutilated, lost, stolen or destroyed shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Indenture to the same extent as the Note in substitution for which such Note was issued.

The provisions of this Section 2.02 are exclusive and shall preclude, to the extent lawful, all of the rights and remedies with respect to the payment of any mutilated, lost, stolen or destroyed Note, including those granted by any law or statute now existing or hereafter enacted.

SECTION 2.03. Execution of Note. The Note shall be executed on behalf of the Issuer by the manual signature of the Mayor of the Issuer and its corporate seal shall be impressed, imprinted, engraved or otherwise affixed or reproduced thereunto and attested by the manual signature of the Clerk of the Town Council of the Issuer.