

to Section 2.7 in exchange for, in substitution or in lieu of an outstanding Note (herein, in this Section, 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 Interest Payment or Instalment Payment payable on such New Note on any date shall bear the same proportion to the Interest Payment or 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 2.7(a) or (b), the Company may require the payment of a sum to reimburse it for, or to provide it with funds for, the payment of any transfer tax or other similar governmental charge connected therewith which are paid or payable by the Company.

(c) All New Notes issued pursuant to Section 2.7 in exchange for or in substitution or in lieu of Old Notes