

issuance of such Supplementary Notes, and specify as exceptions in such policy only Permitted Encumbrances.

(d) The Supplementary Notes of each series may have such letters, numbers or other marks of identification or designation and such legends or endorsements thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or any rule or regulation made pursuant thereto.

SECTION 2.03. Registration of Notes; Denominations; Execution of Notes; Certificate of Authentication. The Notes of each series shall be registered as to principal and interest and each such Note shall be in the denomination ("authorized denomination") of \$10,000 or any multiple thereof, except as may be necessary to reflect any principal amount not evenly divisible by \$10,000. The Notes shall be signed on behalf of the Company by its President or a Vice President, under its corporate seal attested by its Secretary or an Assistant Secretary. In case any officer who shall have signed any Note shall cease to be such officer before such Note shall have been authenticated by the Trustee or delivered by the Company, such Note may nevertheless be executed and delivered with the same force and effect as though the person or persons who signed such Note had not ceased to be such officer of the Company; and any Note may be signed on behalf of the Company by a person who, at the actual date of execution of such Note, shall be a proper officer of the Company, although at the date of such Note, such person was not then such officer of the Company. Only such Notes as shall bear thereon a certificate of authentication substantially in the form set forth in Schedule B hereto, in the case of the Secured Notes, and substantially in the form prescribed in the Supplemental Indenture referred to in clause (ii) of Section 2.02(c), in the case of the Supplementary Notes of the series created by such Supplemental Indenture, in each case executed by the Trustee, shall be entitled to the benefits of this Indenture or be valid or obligatory for any purpose. Such certificate by the Trustee upon any Note executed by the Company shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered hereunder and that the holder is entitled to the benefits of this Indenture. The authentication by the Trustee of any Note issued hereunder shall not be construed as a representation or warranty by the Trustee as to the validity or security of this Indenture or of such Note, and the Trustee shall in no respect be liable or answerable for the use made of such Note or the proceeds thereof.

SECTION 2.04. Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable at the principal office of the Trustee, in lawful money of the United States of America. Notwithstanding the foregoing provision of this Section 2.04, if any Note is registered in the name of and initial Purchaser or nominee in whose name Notes of that series were first registered, or registered in the name of any subsequent holder named in a written notice from the Company to the Trustee and stating that the provisions of this paragraph shall apply, the Trustee shall make payment of interest on such Notes and shall make payments or prepayments (except in the case of a payment or prepayment which will discharge all indebtedness of the Company evidenced by such Note) of the principal thereof, and any premium, by check, duly mailed, by first class mail, postage prepaid, or delivered to such holder at its address appearing on the Register as defined in Section 2.05 and such holder (or the person for whom such holder is a nominee) will promptly make notation of each such payment or prepayment of the principal thereof on such Note and certify to the Trustee that such notation has been made and will, before selling, transferring or otherwise disposing of such Note, present such Note to the Trustee for transfer and notation as provided in Sections 2.06 and 2.07. All payments so made shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sums so paid. The Trustee is authorized to act in accordance with the foregoing provisions and shall not be liable or responsible to any such holder or to the Company or to any other person for any act or omission on the part of the Company or such holder in connection therewith. The Company will indemnify and save the Trustee harmless against any liability resulting from any such act or omission and against any liability resulting from any action taken by the Trustee in accordance with the provisions hereof.

SECTION 2.05. The Register. The Company shall cause to be kept at the principal office of the Trustee register for the registration and transfer of Notes (herein called the Register). The names and addresses

