

(i) be prepayable only as provided in Sections 5.8 and 5.9 of this Indenture; and

(j) be substantially of the tenor and in the form set forth in Annex I hereto, with such omissions, insertions and variations as are provided for or permitted by this Indenture.

SECTION 2.2. Home Office Payments. The principal of and interest on the Bonds shall be payable at the principal corporate trust office of the Trustee in lawful money of the United States of America, against presentation of the Bonds for notation of such payment or prepayment thereon or, in the case of payment or prepayment which will discharge all indebtedness of the Company evidenced thereby, against surrender thereof. Notwithstanding the foregoing provisions of this Section 2.2, if there shall be filed with the Trustee a copy of an agreement between the Company and the registered owner of any Bond (or the person for whom such registered owner is a nominee) that the Company will cause the interest on such Bond and all payments and prepayments (except in the case of a payment or prepayment which will discharge all indebtedness of the Company evidenced by such Bond) of the principal thereof to be paid by the Trustee in immediately available funds by wire transfer or otherwise at such address as such registered owner may from time to time specify in writing (or at such bank as is from time to time specified in writing by such registered owner) without presentation of such Bond to the Trustee, and that such registered owner (or the person for whom such registered owner is a nominee) will not sell, transfer or otherwise dispose of such Bond except pursuant to Section 2.6, the Trustee shall, until such Bond has been transferred on the Register, pay the interest on such Bond and make payments and prepayments of principal in accordance with the provisions of such agreement and without presentation of such Bond to the Trustee. All payments so made shall be valid and effectual to satisfy and discharge the liability upon

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