

long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against any such Person or entity.

(i) Subject to the foregoing provisions of this Section 2.7 and the provisions of Sections 2.4, 2.5 and 2.6, each Security delivered under this Indenture and upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights of unpaid interest and principal that were carried by such other Security.

Section 2.8. Cancellation.

All Securities surrendered for payment or registration of transfer, exchange or redemption, or deemed lost or stolen, shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee, and shall promptly be canceled by it and may not be reissued or resold. No Security shall be authenticated in lieu of or in exchange for any Security canceled as provided in this Section 2.8, except as expressly permitted by this Indenture. Any Surrendered Notes (including beneficial interests in Global Notes) surrendered to the Issuer for delivery to the Trustee or directly to the Trustee for cancellation will be promptly cancelled by the Trustee; however, such Notes will be deemed to be Outstanding to the extent provided in clause (ii) of the definition of Outstanding. All canceled Securities held by the Trustee shall be destroyed by the Trustee in accordance with its standard retention policy.

Section 2.9. Funds for Payments to be Held in Trust.

(a) All payments that are to be made from amounts withdrawn from the Payment Account shall be made on behalf of the Applicable Issuer by the Trustee or a Paying Agent, which shall hold all funds in trust for the benefit of the Secured Parties until applied as provided herein.

(b) Except as otherwise required by applicable law, any funds deposited with the Trustee or any Paying Agent in trust for payments and remaining unclaimed for two years after payment has become due and payable shall be paid to the Issuer, and all liability of the Trustee or such Paying Agent with respect to such trust funds (but only to the extent of the amounts so paid to the Issuer) shall thereupon cease. The Trustee or such Paying Agent, before being required to make any such release may, but shall not be required to, adopt and employ, at the expense of the Issuer, any reasonable means of notification of such release of payment, including, but not limited to, delivering notice of such release by first class mail, postage prepaid, to Holders whose Securities have been called but have not been surrendered for redemption or whose right to or interest in amounts due and payable but not claimed is determinable from the records of any Paying Agent, at the last address of record of each such Holder.

Section 2.10. Definitive Securities In Event Depository No Longer Available.

(a) Except as provided in Section 2.5(e)(i) and (ii), a Global Security deposited with the Depository pursuant to Section 2.2 shall be transferred to the beneficial owners thereof only if (x) such transfer complies with Sections 2.4 and 2.5 of this Indenture and the Depository notifies the Trustee that it is unwilling or unable to continue as Depository for such Global Security and a successor depository is not appointed by the Applicable Issuer within 90 days