

after such notice or (y) one or more Events of Default have occurred and are continuing as a result of which the Accelerated Amounts have been declared due and payable pursuant to Section 5.2.

(b) Any Global Security that is transferable to the beneficial owners thereof pursuant to this Section 2.10 shall be surrendered by the Depository at the office designated by the Trustee to be so transferred, in whole or from time to time in part, without charge, and the Applicable Issuer shall execute and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Security, an equal aggregate principal amount of Definitive Securities of Authorized Denominations (pursuant to instruction of the Depository). Any portion of a Global Security transferred pursuant to this Section 2.10 shall be executed, authenticated and delivered only in an Authorized Denomination. Any Definitive Security delivered in exchange for an interest in a Global Security under this Section 2.10 shall, except as otherwise provided by Section 2.5(h), bear the Applicable Legend and shall be subject to the transfer restrictions referred to in such legends.

(c) Subject to the provisions of paragraph (b) of this Section 2.10, the Holder of a Global Security may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action that a Holder is entitled to take under this Indenture or the Securities.

(d) In the event of the occurrence of the event specified in paragraph (a) of this Section 2.10, the Applicable Issuer will promptly make available to the Trustee a reasonable supply of Definitive Securities. Pending the preparation of Definitive Securities pursuant to this Section 2.10, the Applicable Issuer may execute, and upon Issuer Order the Trustee shall authenticate and deliver, temporary Definitive Securities that are printed, lithographed, typewritten, mimeographed or otherwise reproduced in any Authorized Denomination, substantially of the tenor of the Definitive Securities in lieu of which they are issued and with such appropriate insertions and omissions, as conclusively evidenced by their execution of such Securities.

Section 2.11. Ineligible Holders.

(a) Notwithstanding any other provision in this Indenture, any transfer of a beneficial interest in any Security to an Ineligible Holder shall be null and void *ab initio* and any such purported transfer of which the Applicable Issuer or the Trustee shall have notice may be disregarded by the Applicable Issuer and the Trustee for all purposes.

(b) If any Ineligible Holder becomes the beneficial owner of any Security or an interest in any Security, the Issuer shall, promptly after discovery that such Person is an Ineligible Holder by the Issuer, the Co-Issuer or the Trustee (and notice to the Issuer, if either of the Co-Issuer or the Trustee makes the discovery), send notice to such Ineligible Holder demanding that such Ineligible Holder transfer such Security or interest to a Person that is not an Ineligible Holder within 30 days of the date of such notice. If such Ineligible Holder fails to so transfer its Securities or interest, the Issuer shall have the right, without further notice to the Ineligible Holder, to sell such Securities or interest to a purchaser selected by the Issuer that is not an Ineligible Holder on such terms as the Issuer may choose. The Issuer, or its agent, may