

the fifteenth day (whether or not a business day) next preceding the date fixed by the Corporate Trustee for the payment of such defaulted interest. Default in the payment of interest means in this Section 1.03 failure to pay interest on the applicable Interest Payment Date disregarding any period of grace applicable under Section 7.01 hereof.

SECTION 1.04. No Bond or coupon appertaining thereto shall be valid or obligatory for any purpose or be secured by this Indenture, or be entitled to any right or benefit hereunder, unless and until a certificate of authentication shall have been duly executed upon such Bond by the Corporate Trustee as provided herein.

Any such authentication of a Bond by the Corporate Trustee shall be conclusive evidence that such Bond is a valid obligation of the Company, that all coupons appertaining thereto have been validly issued, and that the holder of such Bond is entitled to the benefits of the trust hereby created and all rights under this Indenture equally and proportionately with all other present and future holders of Bonds so authenticated.

SECTION 1.05. All Bonds shall be executed on behalf of the Company by the manual or facsimile signature of its Chairman of the Board or its President or one of its Vice Presidents, and shall have its corporate seal or a facsimile thereof thereunto affixed or imprinted thereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries, and upon original issuance shall be delivered to the Corporate Trustee for authentication by it; and thereupon, as provided in this Indenture and not otherwise, the Corporate Trustee, upon receipt of a Request of the Company therefor, shall authenticate such Bonds and shall deliver the same to the Company or otherwise as may be specified in such Request.

In case any of the officers of the Company who shall have signed or sealed any of the Bonds shall cease to be such officers of the Company before such Bonds shall have been actually authenticated and delivered by the Corporate Trustee, such Bonds may nevertheless be authenticated, delivered and disposed of as though the persons who signed and sealed such Bonds had not ceased to be officers of the Company; and any Bond may be signed and sealed on behalf of the Company by such persons as at the date of the execution of such Bond shall be the proper officers of the Company, although at the nominal date of such Bond any such person shall not have been such officer of the Company.