Section 1.04. Default, Financial Newspaper, Redeem: The term "default" shall mean default by the Borrower in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture, or in the Bonds outstanding hereunder, exclusive of any period of grace required to constitute a default or an "event of default" as hereinafter provided.

The term "financial newspaper or journal" includes The Daily Bond Buyer, or any other newspaper or journal devoted to financial news published in the English language in New York, New York.

The terms "redeem" or "redemption" shall mean with respect to a fully registered Bond "prepay" or "prepayment" as the case may be.

Section 1.05. Characteristics of Certificate: Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (1) A statement that the person or persons making such certificate or opinion have read such covenant or condition and the definitions herein relating thereto; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate made or given by an officer of the Borrower may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or

opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid, are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters, information with respect to which is in the possession of the Borrower, upon the certificate or opinion of or representations by an officer or officers of the Borrower, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid, are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

ARTICLE II

FORM, EXECUTION AND REGISTRATION OF BONDS

Section 2.01. Form and Numeration of Bonds: The Bonds, coupons, registration certificates and Certificates of Trustee shall be substantially in the respective forms set forth in the recitals hereof, with the coupons numbered in consecutive numerical order from 1 up, in the order of their respective maturities.

Section 2.02. Execution of Bonds: The Bonds shall be signed in the name of the Borrower, its corporate seal shall be thereunto affixed and attested, respectively, by the officers of the Borrower specifically designated in Article II of Part One of the Indenture. The coupons to be attached to the Bonds shall be executed by the facsimile signature of the officer of the Borrower so designated in Article II of Part One of the Indenture. In the event that any of the officers who shall have signed any of the Bonds or coupons shall cease to be officers of the Borrower before the Bonds or coupons signed or sealed shall have been authenticated or delivered