

considered “due and payable” for purposes of Section 5.1(b) until the Distribution Date on which such principal may be paid in accordance with the Priority of Payments.

(c) Payments on the Securities shall be made with respect to a Definitive Security by wire transfer in immediately available funds to a Dollar account maintained by the Holder thereof or its nominee or, if appropriate instructions are not received at least fifteen Business Days prior to the relevant Distribution Date, by check delivered by first class mail, postage prepaid, to the address of the Holder specified in the Indenture Register. Payments on the Securities shall be made with respect to a Global Security by wire transfer in immediately available funds to a Dollar account maintained by the Depository or its nominee or, if a wire transfer cannot be effected, by a Dollar check in immediately available funds delivered to the Depository or its nominee. The Applicable Issuer expects that the Depository or its nominee, upon receipt of any payment on a Global Security held by the Depository or its nominee, will immediately credit the applicable Agent Members’ accounts with payments in amounts proportionate to the respective beneficial interests in such Global Security as shown on the records of the Depository or its nominee. The Applicable Issuer also expects that payments by Agent Members to owners of beneficial interests in such Global Security held through Agent Members will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of the Agent Members. None of the Co-Issuers, the Trustee or any Paying Agent will have any responsibility or liability for any aspects of the records maintained by the Depository or its nominee or any of the Agent Members relating to or for payments made thereby on account of beneficial interests in, a Global Security.

As a condition to final payment due on the Stated Maturity of any Outstanding Security, the Holder thereof shall present and surrender such Security at the office designated by the Trustee; *provided, however*, that if there is delivered to the Co-Issuers and the Trustee such security or indemnity as may be required by them to save each of them harmless and an undertaking thereafter to surrender such Security, then, in the absence of notice to the Applicable Issuer or the Trustee that the applicable Security has been acquired by a Protected Purchaser, such final payment shall be made without presentation or surrender.

(d) In the case where any final payment is to be made on any Security (other than on Stated Maturity), the Issuer or upon Issuer Order, the Trustee, in the name and at the expense of the Issuer shall, not more than 30 nor less than 10 days prior to the date on which such payment is to be made, give notice to the Holder of such Security (which in the case of an Optional Redemption shall be in accordance with Section 9.2), which shall state the date on which such payment will be made and the place or places where such Securities may be presented and surrendered for such payment.

(e) As a condition to the payment on any Security in accordance with the Priority of Payments without the imposition of withholding tax, the Trustee or Paying Agent, as applicable, shall require certification acceptable to the Applicable Issuer, the Trustee and, if applicable, Paying Agent to enable each of the Applicable Issuer, the Trustee and such Paying Agent to determine its duties and liabilities with respect to any taxes or other charges that it may be required to deduct or withhold from payments in respect of such Security under any present or future law or regulation of the United States or other jurisdiction or any present or future law or