

F5 NETWORKS INC

FORM S-3

(Securities Registration Statement (simplified form))

Filed 9/16/2003

Address	401 ELLIOT AVE WEST STE 500 SEATTLE, Washington 98119
Telephone	206-272-5555
CIK	0001048695
Industry	Computer Networks
Sector	Technology
Fiscal Year	09/30

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-3

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

F5 NETWORKS, INC.

(Exact name of Registrant as specified in its charter)

Washington
(State or other jurisdiction of
incorporation or organization)

3570
(Primary Standard Industrial
Classification Code Number)

91-1714307
(I.R.S. Employer
Identification Number)

401 Elliott Ave West
Seattle, Washington 98119
(206) 272-5555
(Address, including zip code, and telephone number, including
area code, of Registrant's principal executive offices)

Joann Reiter
F5 Networks, Inc.
401 Elliott Avenue West
Seattle, Washington 98119
(206) 272-5555

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

Copies to:

David R. Wilson
Heller Ehrman White & McAuliffe LLP
Suite 6100, 701 Fifth Avenue
Seattle, Washington 98104
(206) 447-0900

Approximate date of commencement of proposed sale to public : From time to time after this registration statement becomes effective.

If the only securities being registered on this form are being offered pursuant to a dividend or interest reinvestment plans, please check the following box. []

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the

Securities Act of 1933, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Aggregate Offering Price(2) (3)	Amount of Registration Fee
Debt Securities; Preferred Stock; Common Stock; Warrants; Depository Shares; Stock Purchase Contracts and Equity Units(4)			
Total	\$125,000,000	\$125,000,000	\$10,125.00

(1) Not specified as to each class of securities to be registered pursuant to General Instruction II(D) to Form S-3. Securities registered hereunder may be sold either separately or as units comprised of more than one type of security registered hereunder.

(2) Estimated solely for the purpose of computing the registration fee pursuant to Rule 457(o) of the Securities Act of 1933, as amended (the "Securities Act"). Such amount is for the principal amount of any debt securities issued at their principal amount, the issue price of any debt securities issued at an original issue discount, the liquidation preference of any preferred shares, the issue price of any warrants and the exercise price of any securities issuable upon exercise of those warrants.

(3) Exclusive of accrued interest and distributions, if any.

(4) Also includes such indeterminate amount or number of debt securities and shares of securities as may be issued upon conversion, settlement, exchange or exercise of any debt securities, preferred shares, warrants or stock purchase contracts registered hereunder and also includes any fractional interests in preferred shares that we may offer in the form of depository shares. No separate consideration will be received for any securities registered hereunder that are issued in exchange for, or upon conversion or exercise of, the debt securities, preferred stock or warrants. Stock purchase contracts may require holders to purchase from us, obligate us to sell to the holders, a specified number of shares of common or other securities at a future date or dates. Equity units may include a stock purchase contract and debt securities.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND WE ARE NOT SOLICITING OFFERS TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

SUBJECT TO COMPLETION, DATED SEPTEMBER 16, 2003

PROSPECTUS

\$125,000,000
F5 NETWORKS, INC.

Debt Securities	Common Stock
Preferred Stock	Depository Shares
Warrants	Stock Purchase Contracts
	Equity Units

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission using a "shelf" registration process. This means we may sell any of the securities listed above from time to time. This prospectus contains a general description of the securities we may offer. Each time we issue the securities we will provide a prospectus supplement containing specific information about the terms of that issuance and which also may add, update or change information contained in this prospectus.

The aggregate of the offering prices of the securities covered by this prospectus will not exceed \$125,000,000.

The securities may be sold by us directly to investors, through agents designated from time to time or through or to underwriters or dealers. See "Plan of Distribution." If any agents or underwriters are involved in the sale of any securities in respect of which this prospectus is being delivered, the names of such agents or underwriters and any applicable commissions or discounts will be set forth in the applicable prospectus supplement. The net proceeds we expect to receive from such sale also will be set forth in the applicable prospectus supplement.

This prospectus may not be used by us to consummate the sale of any securities unless accompanied by a prospectus supplement.

Our common stock is quoted on the NASDAQ National Market under the trading symbol "FFIV". Any common stock sold by us pursuant to a prospectus supplement will be listed on the NASDAQ National Market, subject to official notice of issuance.

See "RISK FACTORS" on page 3 for information you should consider before buying these securities.

**Neither the Securities and Exchange Commission nor any state securities commission has approved
or disapproved of these securities or determined that this prospectus is truthful or complete.
Any representation to the contrary is a criminal offense.**

The date of this prospectus is _____, 2003.

We have not authorized anyone to provide you with information different from that contained in this prospectus. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of common stock.

TABLE OF CONTENTS

	<u>Page</u>
Risk Factors	3
Use of Proceeds	3
Ratio of Earnings to Fixed Charges	3
Description of Debt Securities	4
Description of Capital Stock	11
Description of Depository Shares	13
Description of Warrants	15
Description of Purchase Contracts and Units	17
Plan of Distribution	17
Legal Matters	19
Experts	19

Our executive offices are located at 401 Elliott Avenue West, Seattle, Washington 98119 and our telephone number is (206) 272-5555.

RISK FACTORS

You should carefully consider the specific risks set forth under the caption "Risk Factors" in the applicable prospectus supplement and under the caption "Risk Factors" in our Annual Report on Form 10-K, as updated in our Quarterly Reports on Form 10-Q, which are incorporated by reference in this prospectus, before making an investment decision.

USE OF PROCEEDS

The use of proceeds to be received by us from the sale of the Securities will be described in the applicable prospectus supplement.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of earnings to fixed charges for the company for each of the periods indicated. Earnings consist of income from continuing operations before income taxes, plus fixed charges. Fixed charges consist of an estimate of the interest portion of rental expense.

	Nine Months Ended June 30,	Year Ended September 30,				
		2002	2001	2000	1999	1998
Income (loss) before income taxes	\$ 3,280	\$ (8,121)	\$ (1,592)	\$ 15,755	\$ (4,344)	\$ (3,672)
Fixed Charges:						
Interest portion of rental expense	1,121	1,451	1,592	623	155	48
Earnings (loss) before fixed charges	\$ 4,401	\$ (6,670)	\$ -	\$ 16,378	\$ (4,189)	\$ (3,624)
Ratio of earnings to fixed charges (1)	3.93	N/A	N/A	26.29	N/A	N/A
Deficiency of earnings to fixed charges (2)	N/A	\$ (8,121)	\$ (1,592)	N/A	\$ (4,344)	\$ (3,672)

(1) Ratio of earnings to fixed charges represents the ratio of net income (loss), before fixed charges and income taxes, to fixed charges, where fixed charges are an allocation of rental charges to approximate equivalent interest.

(2) Due to the loss we incurred in 1998, 1999, 2001, 2002, and the nine months ended June 30, 2002, the ratio coverage is less than 1:1. We would have had to have generated additional earnings in the amounts indicated to achieve a ratio of 1:1.

DESCRIPTION OF DEBT SECURITIES

The following description of the debt securities sets forth the general terms and provisions of the debt securities to which any prospectus supplement may relate. The particular terms of the debt securities offered by any prospectus supplement and the extent, if any, to which such general provisions may not apply to the debt securities, will be described in the prospectus supplement relating to such debt securities. Accordingly, for a description of the terms of a particular issue of debt securities, reference must be made to both the prospectus supplement relating thereto and to the following description.

Senior debt securities may be issued from time to time under an indenture dated as of September __, 2003 (the "Senior Indenture") between us and U.S. Bank, N.A. (the "Senior Trustee"). Subordinated debt securities may be issued from time to time under an indenture dated

as of September __, 2003 (the "Subordinated Indenture") between us and U.S. Bank, N.A. (the "Subordinated Trustee"). Together the senior indenture and the subordinated indenture are called the "indentures."

We have summarized selected provisions of the indentures below. The senior indenture and form of subordinated indenture have been filed as exhibits to the registration statement filed with the SEC and you should read the indentures for provisions that may be important to you. Accordingly, the following summary is qualified in its entirety by reference to the provisions of the indentures.

General

The indentures do not limit the aggregate principal amount of debt securities which may be issued under the indentures and provide that debt securities may be issued from time to time in one or more series. The indentures do not limit the amount of other indebtedness or debt securities, other than certain secured indebtedness as described below, which may be issued by us or our subsidiaries.

Unless otherwise provided in a prospectus supplement, the debt securities will be our unsecured obligations. The senior debt securities will rank equally with all other unsecured and unsubordinated indebtedness of ours. The subordinated debt securities will be subordinated in right of payment to the prior payment in full of all senior debt including our senior debt securities as described below under " - Subordination" and in the applicable prospectus supplement.

The debt securities may be issued in fully registered form without coupons ("registered securities") or in bearer form with or without coupons ("bearer securities") or in the form of one or more global securities (each a "Global Security"). Registered securities that are book-entry securities will be issued as registered Global Securities. Bearer securities may be issued in the form of temporary or definitive Global Securities. Unless otherwise provided in the prospectus supplement, the debt securities will be only registered securities.

Unless otherwise provided in a prospectus supplement, payment of principal of, premium, if any, and interest will be paid by us in immediately available funds. Unless otherwise provided in a prospectus supplement, the corporate trust office of the trustee will be designated as our sole paying agent. All moneys paid by us to a paying agent for payments of principal of, premium, if any or interest, if any, on any debt security or coupon that remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to us and the holder of such debt security or coupon will thereafter look only to us for payment thereof.

The prospectus supplement relating to the particular debt securities offered thereby will describe the terms of such securities. Those terms will include some or all of the following:

4

-
- (1) the designation of the debt securities being offered;
 - (2) whether such debt securities are senior debt securities or subordinated debt securities;
 - (3) the authorized denominations if other than \$1,000 (or integrals of \$1,000) for registered debt securities,
 - (4) any limit on the aggregate principal amount of such debt securities;
 - (5) the percentage of their principal amount at which such debt securities will be issued;
 - (6) the maturity date or dates of such debt securities;
 - (7) the annual interest rate or rates, if any, which may be fixed or variable; and the manner of calculating any variable interest rate;
 - (8) the date or dates from which interest, if any, will accrue (or the method of determining such date or dates), and the interest payment dates and, in the case of registered securities, their associated record dates;
 - (9) whether we may redeem such debt securities and, if so, the redemption period or periods; redemption price or prices, and other applicable terms of redemption;
 - (10) the obligation, if any, of ours to redeem, purchase or repay such debt securities pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of the holder thereof and, if so, the redemption period or periods; redemption price or prices, and other applicable terms of redemption;

- (11) provisions for the defeasance of such debt securities;
- (12) the form in which we will issue debt securities (registered or bearer), any restrictions on the exchange of one form for another and on the offer, sale and delivery of debt securities in either form;
- (13) whether and under what circumstances we will pay additional amounts on debt securities in respect of specified taxes, assessments or other governmental charges withheld or deducted, and if so, whether we have the option to redeem the affected debt securities rather than pay such additional amounts;
- (14) the terms, if any, upon which such debt securities of the series may be convertible into other securities and the terms and conditions upon which such conversion shall be effected, including the initial conversion price and the date on which the right to convert expires;
- (15) any exchanges on which such debt securities will be listed;
- (16) whether such debt securities are to be issued in global form and, if so, the identity of the depository for such Global Securities
- (17) the place or places where the principal of, premium, if any, interest, if any, and certain additional amounts required in respect of taxes owed to holders of debt securities, if any, on such debt securities is payable;
- (18) if the amount of principal of and interest on such debt securities may be determined with reference to an index based on a currency other than that in which such debt securities are denominated, the manner of determining such amounts;
- (19) the portion of the principal amount (if other than the principal amount) of the debt securities payable upon declaration of acceleration of their maturity date;
- (20) the form and terms of any certificates, documents or conditions required, if any, for the issuance of debt securities in definitive form;
- (21) any trustees, depositories, authenticating or paying agents, transfer agents, registrars or any other agents with respect to such debt securities; and
- (22) any other terms of such debt securities.

No service charge will be made for any transfer or exchange of the debt securities except to cover any tax or other governmental charge. The prospectus supplement for any debt securities issued above par or with an original issue discount will state any applicable material federal income tax consequences and other special considerations.

Subordination

We will issue under the subordinated debt indenture the debt securities that will constitute part of our subordinated debt. These subordinated debt securities will be subordinate and junior in right of payment, to the extent and in the manner set forth in the subordinated debt indenture, to all of our senior debt. The term "senior debt" is defined in the subordinated indenture to mean any obligation of ours to our creditors whether now outstanding or subsequently incurred other than (i) where it is expressly provided in the instrument creating or evidencing the same that such obligation is not senior debt, (ii) debt securities issued under the subordinated debt indenture, and (iii) obligations that are expressly stated in their terms not to be senior debt.

In the event of any liquidation, dissolution, winding up or reorganization of, or any insolvency proceedings involving, us, or any assignment by us for the benefit of creditors or any other marshaling of our assets, the holders of all senior debt will first be entitled to receive payment in full before the holders of the subordinated debt securities will be entitled to receive any payment upon the principal of or premium, if any, or interest on the subordinated debt securities.

In the event that we default in the payment of any principal of (or premium, if any) or interest on any senior debt when the same becomes due and payable, whether at maturity or at a date fixed for prepayment or by declaration of acceleration or otherwise, then, upon written notice of such default to us by the holders of such senior debt or any trustee therefor, unless and until such default shall have been cured or waived or shall have ceased to exist, we may not make or agree to make any direct or indirect payment (in cash, property, securities, by set-off or otherwise):

- o on account of the principal of (or premium, if any) or interest on any of our subordinated debt securities, or
- o in respect of any redemption, repayment, retirement, purchase or other acquisition of any of our subordinated debt securities.

Any payment or distribution, which would otherwise (but for these subordination provisions) be payable or deliverable in respect of the subordinated debt securities, shall be paid or delivered directly to the holders of senior debt in accordance with the priorities then existing among such holders until all senior debt (including any interest thereon accruing after the commencement of any liquidation or similar proceedings) shall have been paid in full. In the event of any such proceeding, after payment in full of all sums owing with respect to senior debt, the holders of the subordinated debt securities, together with the holders of any of our obligations ranking on a parity with our subordinated debt securities, shall be entitled to be paid from our remaining assets the amounts at the time due and owing on account of unpaid principal of (and premium, if any) and interest on such securities before any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any of our capital stock obligations ranking junior to such securities.

In the event that, notwithstanding the foregoing, the trustee or the holders of the subordinated debt securities receive any payment or distribution on account of or in respect of the subordinated debt securities, such payment or distribution will be paid over and delivered to the holders of senior debt at the time outstanding in accordance with the priorities then existing among such holders for application to the payment of all senior debt remaining unpaid, to the extent necessary to pay all such senior debt in full.

Upon the payment in full of all senior debt and until the subordinated debt securities shall have been paid in full, the holders of subordinated debt securities shall be subrogated to all rights of any holders of senior debt to receive any further payments or distributions applicable to the senior debt.

By reason of the subordination, in the event of our bankruptcy, dissolution or reorganization, holders of senior debt may receive more, ratably, than holders of the subordinated debt securities. Such subordination will not prevent the occurrence of an event of default under the subordinated indenture.

The subordinated indenture does not limit or restrict our ability to incur additional senior debt, but certain of our other debt instruments may from time to time contain such limitations.

Absence of Restrictive Covenants

We are not restricted by either of the indentures from paying dividends or from incurring, assuming or becoming liable for any type of debt or other obligations or from creating liens on our property for any purpose, except as may described in an applicable prospectus supplement. The indentures do not require the maintenance of any financial ratios or specified levels of net worth or liquidity. The indentures do not contain provisions which afford holders of the debt securities protection in the event of a highly leveraged transaction involving us.

Merger and Consolidation

Each indenture provides that we will not consolidate with or merge into any other corporation or sell or convey all or substantially all our assets to any person or entity unless either we shall be the continuing corporation or:

- o the successor is an entity organized under the laws of the United States or any state in the United States;
- o the successor expressly assumes our obligations under such indenture and the debt securities issued thereunder;
- o immediately after giving effect to such transaction, no event of default and no event which, after notice or lapse of time or both, would become an event of default under the indentures, shall have occurred and be continuing; and

- o certain other conditions are met.

Each indenture provides that, upon any consolidation, merger, sale or conveyance in accordance with the preceding paragraph and upon any such assumption by the successor entity, such successor entity shall be substituted for us with the same effect as if such successor entity had been named as us.

Satisfaction and Discharge; Defeasance

An indenture will cease to be in effect if at any time (1) we have delivered all relevant debt securities to the trustee for cancellation or (2) all debt securities not so delivered have become due and payable, will become due and payable within one year or are to be called for redemption within one year and we have deposited or caused to be deposited with the trustee an amount sufficient to pay all principal (and premium, if any), interest, if any, and additional amounts, if any, to the date of maturity or redemption, and, in each case, we have paid or caused to be paid all other sums payable with respect to such debt securities.

If specified in the applicable prospectus supplement, we will, at our option, either be discharged from our obligations under the outstanding debt securities of a series or cease to be under any obligation to comply with any term, provision, condition or covenant specified applicable to such series upon satisfaction of the following conditions:

7

- o we have irrevocably deposited with the trustee in trust either money, or obligations issued or guaranteed by the United States of America sufficient to pay and discharge the entire indebtedness of all the outstanding debt securities of such series, or fulfilled such other terms and conditions specified in the applicable prospectus supplement;

- o we have paid or caused to be paid all other sums payable with respect to the outstanding debt securities of such series;

- o the trustee has received an officers' certificate and opinion of legal counsel each stating that all conditions precedent have been complied with; and

- o the trustee has received an opinion of tax counsel confirming that the holders of the debt securities of such series will not recognize income, gain or loss for federal income tax purposes as a result of our exercise of our option to defease and discharge our obligations under the indenture with respect to such series and will be subject to federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and discharge had not occurred.

Modification of the Indenture

Each indenture provides that we and the trustee thereunder may, without the consent of any holders of debt securities, enter into supplemental indentures for the purposes of, among other things:

- o adding to our covenants and making a default of such covenant an event of default,

- o establishing the form or terms of debt securities and adding or changing any provision necessary to permit or facilitate the issuance of a new series of debt securities,

- o evidencing a successor to us or a successor or additional trustee in accordance with the terms of such indenture,

- o conveying, transferring, assigning, mortgaging or pledging any property to or with the trustee or

- o curing ambiguities, defects or inconsistencies in such indenture; provided such action shall not adversely affect the interests of the holders of any series of debt securities in any material respect.

Each indenture contains provisions permitting us, with the consent of the holders of not less than a majority in principal amount of the outstanding debt securities of all affected series then outstanding, to execute supplemental indentures adding any provisions to or changing or eliminating any of the provisions of such indenture or modifying the rights of the holders of the debt securities of such series, except that no such supplemental indenture may, without the consent of the holders of all the outstanding debt securities affected thereby, among other things:

(1) (a) change the fixed maturity of any debt securities, (b) reduce their principal amount or premium, if any, (c) reduce the rate or extend the time of payment of interest or any additional amounts payable on the debt securities, (d) reduce the amount due and payable upon

acceleration of the maturity of the debt securities or the amount provable in bankruptcy or (e) make the principal of, or any interest, premium or additional amounts on, any debt security payable in a coin or currency different from that provided in the debt security,

(2) impair the right to initiate suit for the enforcement of any such payment on or after the stated maturity or scheduled redemption date of the debt securities, or

(3) reduce the percentage of debt securities, stated above, required for consent of the holders of the debt securities to any modification described above, or the percentage required for the consent of the holders to waive defaults.

Events of Default

An event of default in respect of any series of debt securities (unless it is either inapplicable to a particular series or has been modified or deleted with respect to any particular series) is defined in each indenture to be:

(1) a default in the payment of principal of (and premium, if any, on) such series of debt securities, whether payable at maturity, by call for redemption, pursuant to any sinking fund or otherwise;

(2) a default for 30 days in the payment when due of interest or additional amounts, if any, on such series of debt securities;

(3) a default for 90 days after a notice of default with respect to the performance of any other covenant or agreement applicable to the debt securities or contained in the indenture;

(4) a default by us or any Significant Subsidiary in any payment of \$25,000,000 or more of principal of or interest on any Debt or in the payment of \$25,000,000 or more on account of any guarantee in respect of Debt, beyond any period of grace that the instrument or agreement under which such Debt or guarantee was created (for these purposes, the term "Significant Subsidiary" is defined as any Subsidiary of ours, that, at any time, has at least 5% of the consolidated revenues of F5 Networks, Inc. and our Subsidiaries at such time as reflected in our most recent annual audited consolidated financial statements. The terms "Debt" means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.; and "Subsidiary" means any corporation or other entity of which at least a majority of the outstanding stock or other beneficial interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other governing body of such corporation or other entity (irrespective of whether or not at the time stock or other beneficial interests of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time owned by us, and/or by one or more of our Subsidiaries.

(5) certain events of bankruptcy, insolvency or reorganization.

If an event of default described in items (1) through (4) above occurs with respect to any series, the trustee or the holders of at least 25% in aggregate principal amount of all debt securities then outstanding affected by the event of default may declare the principal (or, in the case of discounted debt securities, the amount specified in their terms) of all debt securities of the affected series to be due and payable.

If any event of default described in item (5) above occurs, the trustee or the holders of at least 25% in aggregate principal amount of all the debt securities then outstanding (voting as one class) may declare the principal (or, in the case of discounted debt securities, the amount specified in their terms) of all outstanding debt securities not already due and payable to be due and payable.

If the principal amount of debt securities has been declared due and payable, the holders of a majority in aggregate principal amount of the outstanding debt securities of the applicable series (or of all the outstanding debt securities) may waive any event of default with respect to that series (or with respect to all outstanding debt securities) and rescind and annul a declaration of acceleration if:

o we pay, or deposit with the trustee a sum sufficient to pay, all required payments on the debt securities which shall have become due otherwise than by acceleration, with interest, plus certain fees, expenses, disbursements and advances of the trustee and

o all defaults under the indenture have been remedied.

Each indenture provides that the holders of not less than a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all of the outstanding debt securities of such series waive any past default under such indenture with respect to such series and its consequences, except a default (1) in the payment of the principal of (or premium, if any) or interest, if any, on any of the debt securities of such series or (2) in respect of a covenant or provision of such indenture which, under the terms of such indenture, cannot be modified or amended without the consent of the holders of all of the outstanding debt securities of such series affected thereby.

Each indenture contains provisions entitling the trustee thereunder, subject to the duty of the trustee during an event of default in respect of any series of debt securities to act with the required standard of care, to be indemnified by the holders of the debt securities of such series before proceeding to exercise any right or power under such indenture at the request of the holders of the debt securities of such series.

Each indenture provides that the trustee will, within 90 days after the occurrence of a default in respect of any series of debt securities, give to the holders of the debt securities of such series notice of all uncured and unwaived defaults known to it; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or any interest on, or additional amounts, if any, on any of the debt securities of such series, the trustee will be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the interests of the holders of the debt securities of such series. The term default for the purpose of this provision only means any event that is, or after notice or lapse of time, or both, would become, an event of default with respect to the debt securities of such series.

We will be required to furnish annually to each trustee a certificate as to compliance with all conditions and covenants under the indentures.

Notices

Except as otherwise provided in each indenture, notices of meetings to holders of bearer securities will be given by publication at least twice in a daily newspaper in the City of New York and in such other city or cities as may be specified in such bearer securities and will be mailed to such persons whose names and addresses were previously filed with the trustee under the applicable indenture, within the time prescribed for the giving of such notice. Notices to holders of registered securities will be given by mail to the addresses of such holders as they appear in the security register.

Global Securities

The debt securities of a series may be issued in whole or in part as one or more Global Securities that will be deposited with, or on behalf of, a depository located in the United States (a "U.S. Depository") or a common depository located outside the United States (a "Common Depository") identified in the prospectus supplement relating to such series. Global Securities may be issued in either registered or bearer form, and in either temporary or definitive form.

The specific terms of the depository arrangement with respect to any debt securities of a series will be described in the prospectus supplement relating to such series.

Limitations on Issuance of Bearer Securities

Generally, in compliance with United States federal income tax laws and regulations, bearer securities other than bearer securities with a maturity not exceeding one year from the date of issue, may not be offered or sold during the restricted period (as defined in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(7)) or delivered in connection with their sale during the restricted period in the United States or its possessions or to United States persons (each as defined below) other than to an office located outside the United States or its possessions of a United States financial institution (within the meaning of United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(6)) purchasing for its own account or for resale or for the account of certain customers that agrees in writing to comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the Code and the United States Treasury Regulations thereunder, or to certain other persons described in United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(l)(iii)(B). Any underwriters, agents and dealers participating in the offering of debt securities must agree that they will not offer or sell any bearer securities in the United States or its possessions, or to United States persons (other than the financial institutions described above) or deliver bearer securities within the United States or its possessions.

Bearer securities and their interest coupons will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code". The Code sections referred to in the legend provide that, with certain exceptions, a United States person holding a bearer security or coupon will not be permitted to deduct any loss, and will not be eligible for capital gain treatment with respect to any gain, realized on a sale, exchange or redemption of such bearer security or coupon.

As used in this prospectus, "United States person" means:

- o an individual citizen or resident of the United States,
- o a corporation or partnership organized in or under the laws of the United States or any state thereof or the District of Columbia,
- o an estate or trust the income of which is subject to United States federal income taxation regardless of its source, or
- o a trust the administration of which is subject to the primary supervision of a court within the United States and for which one or more United States fiduciaries have the authority to control all substantial decisions. The term "United States" means the United States of America (including the States thereof and the District of Columbia) and "possessions" of the United States include the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands.

Concerning the Trustees

The Trustee assumes no responsibility for this prospectus and has not reviewed or undertaken to verify any information contained in this prospectus

DESCRIPTION OF CAPITAL STOCK

The Company's Articles of Incorporation authorize the issuance of up to 100,000,000 shares of Common Stock and up to 10,000,000 shares of preferred stock, no par value per share, issuable in one or more series with such terms and at such times and for such consideration as the Company's Board determines. As of September 12, 2003, there were issued and outstanding 27,365,619 shares of Common Stock. No shares of preferred stock were outstanding.

The following description contains a summary of material features of the capital stock of the Company, but does not purport to be complete and is subject in all respects to the applicable provisions of the WBCA, and is qualified on its entirety by reference to the Company's Articles of Incorporation.

Common Stock

Each holder of our Common Stock is entitled to one vote for each share held on all matters voted upon by shareholders. Shareholders are not permitted to cumulate their votes for the election of directors.

In the event of the liquidation, dissolution or distribution of assets of the Company, holders of Common Stock will be entitled to share ratably in any of our remaining assets legally available for distribution to the shareholders after payment of all liabilities and amounts owed with respect to any shares of preferred stock that may be outstanding at that time.

Holders of Common Stock are not entitled to preemptive rights with respect to any additional shares of capital stock that may be issued.

The authorized but unissued and unreserved shares of Common Stock will be available for general corporate purposes, including but not limited to possible issuance as stock dividends or stock splits, in future mergers or acquisitions, for employee benefit plans, or in a future underwritten or other public offering. Except as otherwise required to approve the transactions in which the additional authorized shares of Common Stock would be issued, no shareholder approval will be required for the issuance of these shares.

Preferred Stock

In this section we describe the general terms that will apply to preferred stock that we may offer by this prospectus in the future. When we issue a particular series, we will describe the specific terms of the series of preferred stock in a prospectus supplement. The description of provisions of our preferred stock included in any prospectus supplement may not be complete and is qualified in its entirety by reference to the description in our Articles of Incorporation and our certificate of designation, which will describe the terms of the offered preferred stock and be filed with the SEC at the time of sale of that preferred stock. At that time, you should read our Articles of Incorporation and any certificate of designation relating to each particular series of preferred stock for provisions that may be important to you.

Under our Articles of Incorporation, our board of directors is authorized to issue preferred stock in one or more series, each with such voting powers (full, limited or none), designations, preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof, as they may fix or designate without any further vote or action by our stockholders.

We will describe the specific terms of a series of preferred stock in a prospectus supplement, including some or all of the following:

- (1) the maximum number of shares of the series and their designations;
- (2) any annual dividend rate;
- (3) any dates that dividends begin to accrue or accumulate;
- (4) whether the dividends will be cumulative, and any dividend preference;
- (5) the price, terms and conditions of any redemption;
- (6) any liquidation preference;
- (7) whether the shares will be subject to, and the terms and provisions of, a retirement or sinking fund;
- (8) any terms and conditions for conversion or exchange of the shares into or for shares of any other class of our securities;
- (9) any voting rights;
- (10) whether fractional interests will be offered in the form of depositary shares; and
- (11) any or all other preferences or other rights or restrictions of the shares of the series

DESCRIPTION OF DEPOSITARY SHARES

We describe in this section the general terms of the depositary shares. We will describe the specific terms of the depositary shares in a prospectus supplement. The following description of the deposit agreement, the depositary shares and the depositary receipts is only a summary and you should refer to the forms of the deposit agreement and depositary share certificate that will be filed with the SEC in connection with any particular offering of depositary shares.

General

We may offer fractional interests in preferred stock, rather than full shares of preferred stock. In that case, we will provide for the issuance by a depositary to investors of receipts for depositary shares, each representing a fractional interest in a share of a particular series of preferred stock.

The shares of any series of preferred stock underlying the depositary shares will be deposited under a separate deposit agreement between us and the depositary, which must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50 million. The applicable prospectus supplement will set forth the name and address of the depositary. Subject to the terms of the deposit agreement, each owner of a depositary share will have a fractional interest in all the rights and preferences of the preferred stock underlying such depositary share. Those rights include any dividend, voting, redemption, conversion and liquidation rights.

The depositary shares will be evidenced by depositary receipts issued under the deposit agreement. If you purchase fractional interests in shares of the related series of preferred stock, you will receive depositary receipts as described in the applicable prospectus supplement. While the final depositary receipts are being prepared, we may order the depositary to issue temporary depositary receipts substantially identical to the final depositary receipts although not in final form. The holders of the temporary depositary receipts will be entitled to the same rights as if they held the depositary receipts in final form. Holders of the temporary depositary receipts can exchange them for the final depositary receipts at our expense.

Withdrawal

Unless otherwise indicated in the applicable prospectus supplement and unless the related depositary shares have been called for redemption, if you surrender depositary receipts at the principal office of the depositary, then you are entitled to receive at that office the number of shares of preferred stock and any money or other property represented by the depositary shares. We will not issue partial shares of preferred stock. If you deliver depositary receipts evidencing a number of depositary shares that represent more than a whole number of shares of preferred stock, the depositary will issue to you a new depositary receipt evidencing the excess number of depositary shares at the same time

that the preferred stock is withdrawn. Holders of shares of preferred stock received in exchange for depositary shares will no longer be entitled to deposit those shares under the deposit agreement or to receive depositary shares in exchange for those shares of preferred stock.

Dividends and Other Distributions

The depositary will distribute all cash dividends or other cash distributions received with respect to the preferred stock to the record holders of depositary shares representing the preferred stock in proportion to the numbers of depositary shares owned by the holders on the relevant record date. The depositary will distribute only the amount that can be distributed without attributing to any holder of depositary shares a fraction of one cent. The balance not distributed will be added to and treated as part of the next sum received by the depositary for distribution to record holders of depositary shares.

13

If there is a distribution other than in cash, the depositary will distribute property to the holders of depositary shares, unless the depositary determines that it is not feasible to make such distribution. If this occurs, the depositary may, with our approval, sell the property and distribute the net proceeds from the sale to the holders of depositary shares.

Conversion, Exchange and Redemption

Unless otherwise specified in the applicable prospectus supplement, neither the depositary shares nor the series of preferred stock underlying the depositary shares will be convertible or exchangeable into any other class or series of our capital stock.

If the series of the preferred stock underlying the depositary shares is subject to redemption, the depositary shares will be redeemed from the redemption proceeds, in whole or in part, of the series of the preferred stock held by the depositary. The redemption price per depositary share will bear the same relationship to the redemption price per share of preferred stock that the depositary share bears to the underlying preferred stock. Whenever we redeem preferred stock held by the depositary, the depositary will redeem, as of the same redemption date, the number of depositary shares representing the preferred stock redeemed. If less than all the depositary shares are to be redeemed, the depositary shares to be redeemed will be selected by lot or pro rata as determined by the depositary.

Voting

Upon receipt of notice of any meeting at which the holders of the preferred stock are entitled to vote, the depositary will mail information about the meeting contained in the notice to the record holders of the depositary shares relating to the preferred stock. Each record holder of the depositary shares on the record date (which will be the same date as the record date for the preferred stock) will be entitled to instruct the depositary as to how the preferred stock underlying the holder's depositary shares should be voted.

The depositary will try, if practical, to vote the preferred stock underlying the depositary shares according to the instructions received. We will agree to take all action requested by and deemed necessary by the depositary in order to enable the depositary to vote the preferred stock in that manner. The depositary will not vote any preferred stock for which it does not receive specific instructions from the holders of the depositary shares relating to the preferred stock.

Amendment and Termination of the Deposit Agreement

We may amend the form of depositary receipt evidencing the depositary shares and any provision of the deposit agreement by agreement with the depositary at any time. Any amendment that materially and adversely alters the rights of the existing holders of depositary shares will not be effective, however, unless approved by the record holders of at least a majority of the depositary shares then outstanding. A deposit agreement may be terminated by us or the depositary only if:

- o all outstanding depositary shares relating to the deposit agreement have been redeemed or converted into or exchanged for other securities; or
- o there has been a final distribution on the underlying preferred stock in connection with our liquidation, dissolution or winding up and the distribution has been made to the holders of the related depositary shares.

Charges of Depositary

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the depositary in connection with its duties under the deposit agreement. Holders of depositary shares will pay transfer and other taxes and governmental charges and any other charges that are stated to be their responsibility in the deposit agreement.

Miscellaneous

The depositary will forward to the holders of depositary shares all reports and communications that we must furnish to the holders of the preferred stock.

Neither we nor the depositary will be liable if either of us is prevented or delayed by law or any circumstance beyond our control in performing our respective obligations under the deposit agreement. Our obligations and the depositary's obligations under the deposit agreement will be limited to performance in good faith of duties set forth in the deposit agreement. Neither we nor the depositary will be obligated to prosecute or defend any legal proceeding connected with any depositary shares or preferred stock unless satisfactory indemnity is furnished. We and the depositary may rely upon written advice of counsel or accountants, or information provided by persons presenting preferred stock for deposit, holders of depositary shares or other persons believed to be competent and on documents believed to be genuine.

Resignation and Removal of Depositary

The depositary may resign at any time by delivering notice to us. We may also remove the depositary at any time. Resignations or removals will take effect upon the appointment of a successor depositary and its acceptance of the appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal.

DESCRIPTION OF WARRANTS

We may issue warrants for the purchase of debt securities, preferred stock or common stock. Warrants may be issued independently or together with debt securities, preferred stock, or common stock offered by any prospectus supplement and may be attached to or separate from any such securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust company, as warrant agent, all as set forth in the prospectus supplement relating to the particular issue of warrants. The following summaries of certain provisions of the warrants does not purport to be complete and you should refer to the form of warrant agreement that will be filed with the SEC in connection with any particular offering of warrants.

Debt Warrants

The prospectus supplement relating to a particular issue of debt warrants will describe the terms of such debt warrants, including some or all of the following:

o the title of such debt warrants;

o the offering price for such debt warrants, if any;

o the aggregate number of such debt warrants;

o the designation and terms of the debt securities purchasable upon exercise of such debt warrants;

o if applicable, the designation and terms of the debt securities with which such debt warrants are issued and the number of such debt warrants issued with each such debt security;

o if applicable, the date from and after which such debt warrants and any debt securities issued therewith will be separately transferable;

o the principal amount of debt securities purchasable upon exercise of a debt warrant and the price at which such principal amount of debt securities may be purchased upon exercise (which price may be payable in cash, securities, or other property);

o the date on which the right to exercise such debt warrants shall commence and the date on which such right shall expire;

oif applicable, the minimum or maximum amount of such debt warrants that may be exercised at any one time;

o whether the debt warrants represented by the debt warrant certificates or debt securities that may be issued upon exercise of the debt warrants will be issued in registered or bearer form;

oinformation with respect to book-entry procedures, if any;

othe currency or currency units in which the offering price, if any, and the exercise price are payable;

oif applicable, a discussion of material United States federal income tax considerations;

othe antidilution provisions of such debt warrants, if any;

othe redemption or call provisions, if any, applicable to such debt warrants; and

o any additional terms of such debt warrants, including terms, procedures, and limitations relating to the exchange and exercise of such debt warrants.

Stock Warrants

The prospectus supplement relating to any particular issue of preferred stock warrants or common stock warrants will describe the terms of such warrants, including some or all of the following:

othe title of such warrants;

othe offering price for such warrants, if any;

othe aggregate number of such warrants;

othe designation and terms of the common stock or preferred stock purchasable upon exercise of such warrants;

oif applicable, the designation and terms of the offered securities with which such warrants are issued and the number of such warrants issued with each such offered security;

oif applicable, the date from and after which such warrants and any offered securities issued therewith will be separately transferable;

othe number of shares of common stock or preferred stock purchasable upon exercise of a warrant and the price at which such shares may be purchased upon exercise;

othe date on which the right to exercise such warrants shall commence and the date on which such right shall expire;

oif applicable, the minimum or maximum amount of such warrants that may be exercised at any one time;

oif applicable, a discussion of material United States federal income tax considerations;

othe anti-dilution provisions of such warrants, if any;

o the redemption or call provisions, if any, applicable to such warrants; and

o any additional terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

DESCRIPTION OF PURCHASE CONTRACTS AND UNITS

The following is a general description of the terms of the purchase contracts and units we may issue from time to time. The specific terms of any purchase contracts or units that we may offer will be described in a prospectus supplement.

We may issue purchase contracts, including contracts obligating holders to purchase from us, and obligating us to sell to the holders, a specified number of shares of common stock, preferred stock or other securities at a future date or dates. We may fix the price and number of securities subject to the purchase contracts at the time we issue the purchase contracts or we may provide that the price and number of securities will be determined pursuant to a formula set forth in the purchase contracts. The purchase contracts may be issued separately or as part of units.

Units may consist of any combination of the following: purchase contract, warrants, debt securities, preferred stock and common stock issued by us and debt securities or debt obligations of third parties, including United States Treasury securities. Any of these securities, other than the purchase contracts, may be included as part of the unit to secure the obligations of the holders of the units to purchase the securities under the purchase contracts. The purchase contracts may require holders to secure their obligations under the purchase contracts in a specified manner. The purchase contracts also may require us to make periodic payments to the holders of the units, or vice versa, and those payments may be unsecured or prefunded on some basis.

The applicable prospectus supplement will describe the terms of the purchase contracts or units offered by that prospectus supplement. The description in the prospectus supplement will not necessarily be complete, and reference will be made to the purchase contracts, or the unit agreement, and, if applicable, collateral or depository arrangements relating to the purchase contracts or units, which will be filed with the SEC each time we issue purchase contracts or units. Material United States federal income tax considerations applicable to the units and the purchase contracts will also be discussed in the applicable prospectus supplement. If we issue any purchase contracts or units, we will file or incorporate by reference the form of purchase contract and unit agreement as exhibits to the registration statement and you should read these documents for provisions that may be important to you. You can obtain copies of any form of purchase contract and unit agreement by following the directions described under the caption "Where You Can Find More Information."

PLAN OF DISTRIBUTION

We may sell the Securities:

- o through one or more underwriters or dealers,
- o directly to purchasers, through agents, or
- o through a combination of any of these methods of sale.

17

We may distribute the Securities:

- o from time to time in one or more transactions at a fixed price or prices, which may be changed from time to time,
- o at market prices prevailing at the times of sale,
- o at prices related to such prevailing market prices, or
- o at negotiated prices.

We will describe the method of distribution of the Securities in the applicable prospectus supplement.

We may determine the price or other terms of the Securities offered under this prospectus by use of an electronic auction. We will describe how any auction will determine the price or any other terms, how potential investors may participate in the auction and the nature of the obligations of the underwriter, dealer or agent in the applicable Prospectus Supplement.

Underwriters, dealers or agents may receive compensation in the form of discounts, concessions or commissions from us or our purchasers (as their agents in connection with the sale of the common stock). These underwriters, dealers or agents may be considered to be underwriters under the Securities Act of 1933, as amended. As a result, discounts, commissions, or profits on resale received by the underwriters, dealers or agents may be treated as underwriting discounts and commissions. Each prospectus supplement will identify any such underwriter, dealer or agent, and describe any compensation received by them from us. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

Underwriters, dealers and agents may be entitled, under agreements entered into with us, to indemnification by us against certain civil liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribution with respect to payments made by the underwriters, dealers or agents, under agreements between us and the underwriters, dealers and agents.

We may grant underwriters who participate in the distribution of the Securities an option to purchase additional Securities to cover over-allotments, if any, in connection with the distribution. Underwriters or agents and their associates may be customers of, engage in transactions with, or perform services for us in the ordinary course of business.

In connection with the offering of the Securities, certain underwriters and selling group members and their respective affiliates, may engage in transactions that stabilize, maintain or otherwise affect the market price of the Securities. These transactions may include stabilization transactions effected in accordance with Rule 104 of Regulation M promulgated by the SEC pursuant to which these persons may bid for or purchase Securities for the purpose of stabilizing their market price.

The underwriters in an offering of the Securities may also create a "short position" for their account by selling more Securities in connection with the offering than they are committed to purchase from us. In that case, the underwriters could cover all or a portion of the short position by either purchasing Securities in the open market following completion of the offering of these Securities or by exercising any over-allotment option granted to them by us. In addition, any managing underwriter may impose "penalty bids" under contractual arrangements with other underwriters, which means that they can reclaim from an underwriter (or any selling group member participating in the offering) for the account of the other underwriters, the selling concession for the Securities that are distributed in the offering but subsequently purchased for the account of the underwriters in the open market. Any of the transactions described in this paragraph or comparable transactions that are described in any accompanying prospectus supplement may result in the maintenance of the price of the Securities at a level above that which might otherwise prevail in the open market. None of the transactions described in this paragraph or in an accompanying prospectus supplement are required to be taken by any underwriters and, if they are undertaken, may be discontinued at any time.

Our common stock is listed on the NASDAQ under the symbol "FFIV." Any shares of common stock sold pursuant to a Prospectus Supplement will be listed on the NASDAQ, subject to official notice of issuance.

LEGAL MATTERS

Heller Ehrman White & McAuliffe LLP, Seattle, Washington, will pass on the validity of the Securities offered hereby.

EXPERTS

The financial statements incorporated in this prospectus by reference to the Annual Report on Form 10-K of F5 Networks, Inc. for the year ended September 30, 2002 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

The consolidated financial statements of uRoam, Inc. and subsidiaries (formerly Filanet Corporation) incorporated into this prospectus and in the Registration Statement by reference to the Current Report on Form 8-K/A dated September 15, 2003 have been audited by BDO Seidman, LLP, independent certified public accountants, to the extent and for the period set forth in their report (which contains an explanatory paragraph regarding the Company's ability to continue as a going concern) incorporated by reference elsewhere herein and in the Registration Statement, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

The financial statements of uRoam Acquisition Corporation. (formerly uRoam, Inc.) incorporated into this prospectus and in the Registration Statement by reference to the Current Report on Form 8-K/A dated September 15, 2003 have been audited by BDO Seidman, LLP, independent certified public accountants, to the extent and for the period set forth in their report (which contains an explanatory

paragraph regarding the fact that the Company was acquired on October 1, 2002) incorporated by reference elsewhere herein and in the Registration Statement, and are included in reliance upon such report given upon the authority of said firm as experts in auditing and accounting.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with it, which means that we can disclose important information to you by referring you to another document that we filed with the SEC. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until we sell all of the securities:

- o Our Annual Report on Form 10-K for the fiscal year ended September 30, 2002.
- o Our Quarterly Reports on Form 10-Q for the periods ended December 31, 2002, March 31, 2003 and June 30, 2003.
- o Current Report on Form 8-K filed on July 23, 2003, as amended by Form 8-K/A filed on September 15, 2003; and
- o The description of our common stock contained in our Registration Statement on Form 8-A filed on May 11, 1999.

You may obtain a copy of these filings at no cost, by writing or telephoning us at 401 Elliott Avenue West, Seattle, Washington 98119; telephone (206) 272-5555.

You should rely only on the information contained or incorporated by reference in this prospectus, any supplemental prospectus or any pricing supplement. We have not authorized anyone to provide you with any other information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this prospectus, any accompanying prospectus supplement or any document incorporated by reference is accurate as of any date other than the date on the front of the document.

WHERE YOU CAN FIND MORE INFORMATION

We have filed a registration statement on Form S-3 with the SEC for the common stock offered by this prospectus. This prospectus does not include all of the information contained in the registration statement. You should refer to the registration statement and its exhibits for additional information. Whenever we make reference in this prospectus to any of our contracts, agreements or other documents, the references are not necessarily complete and you should refer to the exhibits attached to the registration statement for copies of the actual contract, agreement or other document. We are also required to file annual, quarterly and current reports, proxy statements and other information with the SEC.

You can read our SEC filings, including the registration statement, over the Internet at the SEC's web site at www.sec.gov. You may also read and copy any document we file with the SEC at its public reference facilities at 450 Fifth Street, N.W., Washington, D.C. 20549. You may also obtain copies of the documents at prescribed rates by writing to the Public Reference Section of the SEC at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the operation of the public reference facilities. You may also obtain copies of these reports directly from us by sending a written request to us at our principal offices located at 401 Elliott Avenue West, Seattle, Washington 98119; telephone (206) 272-5555.

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The expenses (not including underwriting commissions and fees) of issuance and distribution of the securities are estimated to be:

Accounting fees and expenses	\$	10,125
Printing costs		50,000
SEC registration fee		25,000
Legal fees		35,000
Trustee fees		10,000
Miscellaneous		10,000
		<hr/>
Total	\$	140,125

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Sections 23B.08.500 through 23.B.08.600 of the Washington Business Corporation Act (the "WBCA") authorize a court to award, or a corporation's board of directors to grant, indemnification to directors and officers on terms sufficiently broad to permit indemnification under certain circumstances for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"). Section 23B.08.320 of the WBCA authorizes a corporation to limit a director's liability to the corporation or its shareholders for monetary damages for acts or omissions as a director, except in certain circumstances involving intentional misconduct, knowing violations of law or illegal corporate loans or distributions, or any transaction from which the director personally receives a benefit in money, property or services to which the director is not legally entitled.

The Company's Second Amended and Restated Articles of Incorporation and Amended and Restated Bylaws contain provisions permitting the Company to indemnify its directors and officers to the full extent permitted by Washington law. In addition, the Company's Second Amended and Restated Articles of Incorporation contain a provision implementing, to the fullest extent permitted by Washington law, the above limitations on a director's liability to the Company and its shareholders. The Company has entered into certain indemnification agreements with its directors and certain of its officers, the form of which is attached as Exhibit 10.1 to its Registration Statement on Form S-1 (File No. 333-75817). The indemnification agreements provide the Company's directors and certain of its officers with indemnification to the maximum extent permitted by the WBCA. The directors and officers of the Company also may be indemnified against liability they may incur for serving in that capacity pursuant to a liability insurance policy maintained by the Company for this purpose.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, executive officers or persons controlling the Company, the Company has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

II-1

ITEM 16. EXHIBITS

Exhibit No.	Description
1.1	Form of Underwriting Agreement
3.1 (1)	Second Amended and Restated Articles of Incorporation of the Registrant
3.2 (1)	Amended and Restated Bylaws of the Registrant
4.1 *	Form of Senior Indenture
4.2 *	Form of Subordinated Indenture
4.3 (1)	Specimen Common Stock Certificate
4.4 *	Form of Warrant Agreement
4.5 *	Form of Senior Note
4.6 *	Form of Subordinated Note
4.7 *	Form of Warrants
4.8 *	Form of Deposit Agreement

4.9	*	Form of Depositary Share Certificate
4.10	*	Form of Preferred Stock Certificate of Designations
4.11	*	Specimen certificate for share of preferred stock
4.12	*	Form of Stock Purchase Agreement
4.13	*	Form of Equity Unit Certificate
5.1		Opinion of Heller Ehrman White & McAuliffe LLP
12.1		Computation of Ratio of Earnings to Fixed Charges (included in the Prospectus under "Ratio of Earnings to Fixed Charges")
23.1		Consent of PricewaterhouseCoopers LLP, Independent Accountants
23.2		Consent of BDO Seidman, LLP, Independent Accountants
23.3		Consent of Heller Erhman White & McAuliffe LLP (included in its opinion filed as Exhibit 5.1
24		Power of Attorney (included on the signature page of this Registration Statement)
25.1		Form T-1 - Statement of Eligibility of Trustee

* This document will be filed as an exhibit to an amendment to this registration statement, or to a current report on Form 8-K incorporated by reference into this registration statement, in connection with an offering of the securities.

(1) Incorporated by reference from Registration Statement on Form S-1, File No. 333-75817.

ITEM 17. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

- (a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the "Securities Act"), unless the information required to be included in such post-effective amendment is contained in a periodic report filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and incorporated herein by reference;
 - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement, unless the information required to be included in such post-effective amendment is contained in a periodic report filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15 (d) of the Exchange Act and incorporated herein by reference. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- II-2
-
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 15 above, or that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

II-3

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, F5 Networks, Inc. has duly caused this Registration Statement on Form S-3 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Seattle, Washington, on September 11, 2003.

F5 NETWORKS, INC.
By: /s/ John McAdam
Chief Executive Officer and President

POWER OF ATTORNEY

Each person whose signature appears below hereby constitutes and severally appoints, John McAdam and Steven B. Coburn, or either of them, as his attorney-in-fact, with full power of substitution, for him in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and any and all registration statements filed pursuant to Rule 462 under the Securities Act of 1933, as amended, in connection with or related to the offering contemplated by this Registration Statement and its amendments, if any, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorney to any and all amendments to said registration statement.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement on Form S-3 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John McAdam</u> John McAdam	Chief Executive Officer President and Director (Principal Executive Officer)	September 11, 2003
<u>/s/ Steven B. Coburn</u> Steven B. Coburn	Senior Vice President, Chief Financial Officer (Principal Financial and Accounting Officer)	September 11, 2003
<u>/s/ Jeffrey S. Hussey</u> Jeffrey S. Hussey	Director	September 11, 2003
<u>/s/ Keith D. Grinstein</u> Keith D. Grinstein	Director	September 11, 2003
<u>/s/ Glenn T. Edens</u> Glenn T. Edens	Director	September 12, 2003
<u>/s/ Karl D. Guelich</u>	Director	September 11, 2003

/s/ Alan J. Higginson
Alan J. Higginson

Director

September 11, 2003

/s/ Rich Malone
Rich Malone

Director

September 11, 2003

II-4

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
1.1	Form of Underwriting Agreement
3.1 (1)	Second Amended and Restated Articles of Incorporation of the Registration
3.2 (1)	Amended and Restated Bylaws of the Registrant
4.1 *	Form of Senior Indenture
4.2 *	Form of Subordinated Indenture
4.3 (1)	Specimen Common Stock Certificate
4.4 *	Form of Warrant Agreement
4.5 *	Form of Senior Note
4.6 *	Form of Subordinated Note
4.7 *	Form of Warrants
4.8 *	Form of Deposit Agreement
4.9 *	Form of Depositary Share Certificate
4.10 *	Form of Preferred Stock Certificate of Designations
4.11 *	Specimen certificate for share of preferred stock
4.12 *	Form of Stock Purchase Agreement
4.13 *	Form of Equity Unit Certificate
5.1	Opinion of Heller Ehrman White & McAuliffe LLP
12.1	Computation of Ratio of Earnings to Fixed Charges (included in the Prospectus under "Ratio of Earnings to Fixed Charges")
23.1	Consent of PricewaterhouseCoopers LLP, Independent Accountants
23.2	Consent of BDO Seidman, LLP, Independent Accountants
23.3	Consent of Heller Erhman White & McAuliffe LLP (included in its opinion filed as Exhibit 5.1)
24	Power of Attorney (included on the signature page of this Registration Statement)
25.1	Form T-1- Statement of Eligibility of Trustee

* This document will be filed as an exhibit to an amendment to this registration statement, or to a current report on Form 8-K incorporated by reference into this registration statement, in connection with an offering of the securities.

(1) Incorporated by reference from Registration Statement on Form S-1, File No. 333-75817.

EXHIBIT 4.1

F5 NETWORKS, INC.

AND

U.S. Bank National Association

TRUSTEE

INDENTURE

DATED AS OF SEPTEMBER [____], 2003

SENIOR DEBT SECURITIES

TABLE OF CONTENTS

ARTICLE One DEFINITIONS.....

 SECTION 1.01. DEFINITIONS.....

 SECTION 1.02. NOTICE TO SECURITYHOLDERS.....

ARTICLE Two ISSUE, EXECUTION, REGISTRATION AND EXCHANGE OF DEBT SECURITIES.....

 SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.....

 SECTION 2.02. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.....

 SECTION 2.03. FORM, EXECUTION, AUTHENTICATION, DELIVERY AND DATING OF DEBT SECURITIES..

 SECTION 2.04. DENOMINATIONS; RECORD DATE.....

 SECTION 2.05. EXCHANGE AND REGISTRATION OF TRANSFER OF DEBT SECURITIES.....

 SECTION 2.06. TEMPORARY DEBT SECURITIES.....

 SECTION 2.07. MUTILATED, DESTROYED, LOST OR STOLEN DEBT SECURITIES.....

 SECTION 2.08. CANCELLATION.....

 SECTION 2.09. COMPUTATION OF INTEREST.....

 SECTION 2.10. DEBT SECURITIES IN GLOBAL FORM.....

 SECTION 2.11. MEDIUM-TERM SECURITIES.....

 SECTION 2.12. CUSIP NUMBERS.....

ARTICLE Three REDEMPTION OF DEBT SECURITIES.....

 SECTION 3.01. REDEMPTION OF DEBT SECURITIES; APPLICABILITY OF ARTICLE.....

 SECTION 3.02. NOTICE OF REDEMPTION; SELECTION OF DEBT SECURITIES.....

 SECTION 3.03. PAYMENT OF DEBT SECURITIES CALLED FOR REDEMPTION.....

ARTICLE Four COVENANTS OF THE CORPORATION.....

 SECTION 4.01. PAYMENT OF PRINCIPAL, PREMIUM, INTEREST AND ADDITIONAL AMOUNTS.....

 SECTION 4.02. OFFICES FOR NOTICES AND PAYMENTS, ETC.....

 SECTION 4.03. PROVISIONS AS TO PAYING AGENT.....

ARTICLE Eleven CONSOLIDATION, MERGER, SALE OR CONVEYANCE.....
SECTION 11.01. CORPORATION MAY CONSOLIDATE, ETC., ON CERTAIN TERMS.....
SECTION 11.02. SUCCESSOR CORPORATION SUBSTITUTED.....
SECTION 11.03. CERTIFICATE TO TRUSTEE.....
ARTICLE Twelve SATISFACTION AND DISCHARGE OF INDENTURE; UNCLAIMED MONIES.....
SECTION 12.01. DISCHARGE OF INDENTURE.....
SECTION 12.02. SATISFACTION, DISCHARGE AND DEFEASANCE OF DEBT SECURITIES OF ANY SERIES.....
SECTION 12.03. DEPOSITED MONIES TO BE HELD IN TRUST BY TRUSTEE.....
SECTION 12.04. PAYING AGENT TO REPAY MONIES HELD.....
SECTION 12.05. RETURN OF UNCLAIMED MONIES.....

ARTICLE Thirteen IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS.....
SECTION 13.01. INDENTURE AND DEBT SECURITIES SOLELY CORPORATE OBLIGATIONS.....
ARTICLE Fourteen MISCELLANEOUS PROVISIONS.....
SECTION 14.01. BENEFITS OF INDENTURE RESTRICTED TO PARTIES AND SECURITYHOLDERS.....
SECTION 14.02. PROVISIONS BINDING ON CORPORATION'S SUCCESSORS.....
SECTION 14.03. ADDRESSES FOR NOTICES, ETC.....
SECTION 14.04. EVIDENCE OF COMPLIANCE WITH CONDITIONS PRECEDENT.....
SECTION 14.05. LEGAL HOLIDAYS.....
SECTION 14.06. TRUST INDENTURE ACT TO CONTROL.....
SECTION 14.07. EXECUTION IN COUNTERPARTS.....
SECTION 14.08. NEW YORK CONTRACT.....
SECTION 14.09. SEVERABILITY OF PROVISIONS.....
SECTION 14.10. CORPORATION RELEASED FROM INDENTURE REQUIREMENTS UNDER CERTAIN CIRCUMSTA
ARTICLE Fifteen SINKING FUNDS.....
SECTION 15.01. APPLICABILITY OF ARTICLE.....
SECTION 15.02. SATISFACTION OF SINKING FUND PAYMENTS WITH DEBT SECURITIES.....
SECTION 15.03. REDEMPTION OF DEBT SECURITIES FOR SINKING FUND.....
ARTICLE Sixteen REPAYMENT AT THE OPTION OF HOLDERS.....
SECTION 16.01. APPLICABILITY OF ARTICLE.....
SECTION 16.02. REPAYMENT OF DEBT SECURITIES.....
SECTION 16.03. EXERCISE OF OPTION; NOTICE.....
SECTION 16.04. ELECTION OF REPAYMENT BY REMARKETING ENTITIES.....
SECTION 16.05. DEBT SECURITIES PAYABLE ON THE REPAYMENT DATE.....

ARTICLE Seventeen INTENTIONALLY OMITTED.....
ARTICLE Eighteen CONVERSION OF CONVERTIBLE SECURITIES.....
SECTION 18.01. APPLICABILITY OF ARTICLE.....
SECTION 18.02. RIGHT TO CONVERT.....
SECTION 18.03. EXERCISE OF CONVERSION PRIVILEGE; DELIVERY OF COMMON STOCK ON CONVERSION
ADJUSTMENT FOR INTEREST OR DIVIDENDS.....
SECTION 18.04. CASH PAYMENTS IN LIEU OF FRACTIONAL SHARES.....
SECTION 18.05. CONVERSION PRICE.....
SECTION 18.06. ADJUSTMENT TO CONVERSION PRICE.....
SECTION 18.07. EFFECT OF RECLASSIFICATION, CONSOLIDATION, MERGER OR SALE.....
SECTION 18.08. TAXES ON SHARES ISSUED.....

SECTION 18.09. SHARES TO BE FULLY PAID; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; LIST COMMON STOCK.....	
SECTION 18.10. TRUSTEE NOT RESPONSIBLE.....	
SECTION 18.11. NOTICE TO HOLDERS PRIOR TO CERTAIN ACTIONS.....	
SECTION 18.12. COVENANT TO RESERVE SHARES.....	

The following is a comparison of provisions of Trust Indenture Act of 1939 with Indenture dated September [____], 2003, between F5 NETWORKS, INC. and U.S. Bank National Association as Trustee.

SECTION OF ACT	SECTION OF INDENTURE
310(a)(1), (2) and (5)	7.09
310(a)(3) and (4)	Not applicable
310(b)	7.08
310(c)	Not applicable
311(a) and (b)	7.13
311(c)	Not applicable
312(a)	5.01 and 5.02(a)
312(b) and (c)	5.02(b) and (c)
313(a) and (b)	5.04(a)
313(c)	5.04(a)
313(d)	5.04(b)
314(a)	5.03
314(b)	Not applicable
314(c)(1) and (2)	14.04
314(c)(3)	Not applicable
314(d)	Not applicable
314(e)	14.04
315(a), (c) and (d)	7.01
315(b)	6.07
315(e)	6.08
316(a)(1)	6.06
316(a)(2)	Omitted
316(a) last sentence	8.04
316(b)	6.04
316(c)	9.02
317(a)	6.02
317(b)	4.03
318(a)	14.06

This tie-sheet is not part of the Indenture as executed.

"Corporation"), party of the first part, and U.S. Bank National Association, a bank organized un the United States, as trustee hereunder (hereinafter sometimes called the "Trustee," which term successor trustee appointed pursuant to Article Seven).

WITNESSETH:

WHEREAS, the Corporation deems it necessary or appropriate to issue from time to time f purposes securities (hereinafter called the "Debt Securities" or, in the singular, "Debt Securit its unsecured indebtedness and has duly authorized the execution and delivery of this Indenture the issuance of the Debt Securities in one or more series, unlimited as to principal amount, to of interest, to mature at such time or times and to have such other provisions as shall be estab hereinafter provided; and

WHEREAS, the Corporation represents that all acts by it necessary to constitute a valid agreement according to its terms have been done and performed, and the execution of this Indentu respects been duly authorized by the Corporation, and the Corporation, in the exercise of legal in it vested, is executing this Indenture;

NOW, THEREFOR: In order to declare the terms and conditions upon which the Debt Securit authenticated, issued and received, and in consideration of the premises, of the purchase and ac Debt Securities by the Holders thereof and of the sum of one dollar to it duly paid by the Trust execution of these presents, the receipt whereof is hereby acknowledged, the Corporation covenan with the Trustee, for the equal and proportionate benefit of the respective Holders from time to Securities, as follows:

ARTICLE One

DEFINITIONS

SECTION 1.01. DEFINITIONS. The terms defined in this Section (except as herein otherwise ex or unless the context otherwise requires) for all purposes of this Indenture and of any indentur hereto shall have the respective meanings specified in this Section. All other terms used in th which are defined in the Trust Indenture Act of 1939 or which are by reference therein defined i Act of 1933, as amended, shall have the meanings (except as herein otherwise expressly provided context otherwise clearly requires) assigned to such terms in said Trust Indenture Act and in sa

as in force at the date of this Indenture as originally executed. The words "herein," "hereof" and other words of similar import refer to this Indenture as a whole, including any exhibits her any particular Article, Section or other subdivision. Certain terms used wholly or principally of this Indenture may be defined in that Article.

ADDITIONAL AMOUNTS:

The term "Additional Amounts" shall mean any additional amounts which are required by a by or pursuant to a Board Resolution under circumstances specified therein, to be paid by the Co respect of certain taxes, assessments or governmental charges imposed on certain Holders of Debt which are owing to such Holders of Debt Securities.

AFFILIATE:

The term "Affiliate" of any specified Person means any other Person directly or indirec or controlled by or under direct or indirect common control with such specified Person. For the definition, "control" when used with respect to any specified Person means the power to direct t policies of such Person, directly or indirectly, whether through the ownership of voting securit or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the fore

AUTHORIZED NEWSPAPER:

The term "Authorized Newspaper" shall mean a newspaper in an official language of the c publication of general circulation in the place in connection with which the term is used. If i impracticable in the opinion of the Trustee to make any publication of any notice required hereb Authorized Newspaper, any publication or other notice in lieu thereof which is made or given wit

the Trustee shall constitute a sufficient publication of such notice.

BOARD OF DIRECTORS:

The term "Board of Directors" shall mean the Board of Directors of the Corporation or the Committee of the Corporation or any committee established by the Board of Directors.

BOARD RESOLUTION:

The term "Board Resolution" shall mean a resolution certified by the Secretary or an Assistant Secretary of the Corporation to have been duly adopted by the Board of Directors and to be in full force as of the date of such certification, and delivered to the Trustee.

2

BUSINESS DAY:

The term "Business Day" shall mean, with respect to any Debt Security, a day (other than a Sunday) that in the city (or in any of the cities, if more than one) in which amounts are payable on the face of the form of such Debt Security, is neither a legal holiday nor a day on which banks are authorized or required by law, regulation or executive order to close.

CLOSING PRICE:

The term "Closing Price" has the meaning specified in Section 18.06(d).

COMMISSION:

The term "Commission" means the Securities and Exchange Commission, as from time to time created under the Securities Exchange Act of 1934, as amended, or if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Securities Exchange Act, then the body performing such duties on such date.

COMMON STOCK:

The term "Common Stock" means when used with reference to the capital stock of the Corporation, that class of stock which, at the date of execution of this Indenture, is designated as common stock of the Corporation and stock of any class or classes into which such common stock or any such other class of stock may be changed or reclassified.

CONVERSION PRICE:

The term "Conversion Price" has the meaning specified in Section 18.05.

CONVERTIBLE SECURITIES:

The term "Convertible Securities" means any series of Debt Securities that are designated as convertible securities pursuant to Section 2.01.

CORPORATE TRUST OFFICE:

The term "Corporate Trust Office" means the office of the Trustee at which all of the Trustee's corporate trust business shall be principally administered, which office at the date hereof is the office of Corporate Trust Services, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101 (Attention Sherrie Pan 344-4676, fax (206) 344-4630), except that, with respect to presentation of Debt Securities for registration of transfers and exchanges and the location of the Security Registrar, such term means the agency of the Trustee located at Corporate Trust Services, 60 Livingston Avenue, St. Paul, MN 55102.

3

CORPORATION:

The term "Corporation" shall mean the person named as the "Corporation" in the first paragraph of this Indenture.

instrument until a successor corporation shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Corporation" shall mean such successor corporation.

CORPORATION ORDER:

The term "Corporation Order" shall mean any request, order or confirmation to the Trust person designated pursuant to Section 2.03, which may be transmitted by telex, by telecopy or in

COUPON:

The term "Coupon" shall mean any interest coupon appertaining to a Debt Security.

COUPON SECURITY:

The term "Coupon Security" shall mean any Debt Security authenticated and delivered with Coupons appertaining thereto.

DEBT SECURITIES:

The term "Debt Securities" shall have the meaning stated in the first recital of this Indenture, and particularly means any Debt Securities authenticated and delivered under this Indenture.

DEPOSITORY:

The term "Depository" shall mean, with respect to the Debt Securities of any series issued in whole or in part in the form of one or more Global Securities, the Person designated as Depository pursuant to Section 2.01 until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depository" shall mean or include each then a Depository hereunder, and if at any time there is more than one such Person, "Depository" with respect to the Debt Securities of any such series shall mean the Depository with respect to the first of that series.

EVENT OF DEFAULT:

The term "Event of Default" shall mean any event specified as such in Section 6.01.

GLOBAL SECURITY:

The term "Global Security" shall mean a Debt Security evidencing all or part of a series of Debt Securities issued to the Depository for such series in accordance with Section 2.03.

HOLDER:

The terms "Holder," "Holder of Debt Securities," "Securityholder" or other similar term shall mean any person in whose name at the time such Debt Security is registered on the registration books kept in accordance with the terms hereof.

INDENTURE:

The term "Indenture" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the provisions hereof.

INTEREST PAYMENT DATE:

The term "Interest Payment Date" when used with respect to any Debt Security, means the date of an installment of interest on such Debt Security.

ISSUE DATE:

The term "Issue Date" shall mean, with respect to any Debt Security, the date such Debt Security is authenticated pursuant to Section 2.03.

MATURITY DATE:

The term "Maturity Date" when used with respect to any Debt Security, shall mean the date when the principal of such Debt Security becomes due and payable as therein or herein provided, whether a Maturity or by declaration or acceleration, call for redemption or exchange, prepayment at the option of the Holder or otherwise.

5

OFFICERS' CERTIFICATE:

The term "Officers' Certificate" shall mean a certificate signed on behalf of the Corporation (without personal liability), and complying with Section 14.04, by the President and Chief Executive Officer or its Chief Financial Officer or any Vice President and by the Secretary or any Assistant Secretary.

OPINION OF COUNSEL:

The term "Opinion of Counsel" shall mean an opinion in writing, complying with Section 8.01, by legal counsel who may be an employee of or counsel to the Corporation or who may be otherwise approved by the Trustee.

ORIGINAL ISSUE DISCOUNT SECURITIES:

The term "Original Issue Discount Securities" shall mean any Debt Securities that are issued at a discount from the principal amount thereof and that provide upon an Event of Default for a principal amount less than the principal amount thereof to be due and payable upon acceleration thereof.

OUTSTANDING:

The term "outstanding" when used with reference to Debt Securities, shall, subject to the terms of Section 8.01 and Section 8.04, mean, as of any particular time, all Debt Securities authenticated and delivered by the Trustee under this Indenture, except

- (a) Debt Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Debt Securities, or portions thereof, for the payment or redemption of which monies in an amount shall have been deposited in trust with the Trustee or with any paying agent (other than the Trustee or shall have been set aside and segregated in trust by the Corporation (if the Corporation shall have a Paying Agent), provided, that if such Debt Securities are to be redeemed prior to the maturity of such redemption shall have been given as provided in Article Three, or provisions satisfactory to the Trustee shall have been made for giving such notice; and
- (c) Debt Securities in lieu of and in substitution for which other Debt Securities shall have been authenticated and delivered pursuant to the terms of Article Two, unless proof satisfactory to the Trustee is presented that any such Debt Securities are held by bona fide Holders in due course.

6

PAYING AGENT:

The term "Paying Agent" shall mean initially U.S. Bank National Association and, subsequently, any paying agent appointed by the Corporation from time to time in respect of the Debt Securities.

PERSON:

The term "person" shall mean any individual, corporation, partnership, limited liability company, joint-stock company, trust or other entity, unincorporated organization or agency or political subdivision thereof.

PLACE OF PAYMENT:

The term "Place of Payment," when used with respect to the Debt Securities of any series place or places where the principal of (and premium, if any) and interest, if any, (and Addition any) on the Debt Securities of that series are payable.

REDEMPTION DATE:

The term "Redemption Date," when used with respect to any Debt Security to be redeemed, fixed for such redemption by or pursuant to this Indenture.

REDEMPTION PRICE:

The term "Redemption Price," when used with respect to any Debt Security to be redeemed at which it is to be redeemed pursuant to this Indenture.

REGULAR RECORD DATE:

The term "Regular Record Date" for the interest payable on any Interest Payment Date on Securities of any series means the date specified for that purpose as contemplated by Sections 2

REMARKETING ENTITY:

The term "Remarketing Entity", when used with respect to Debt Securities of any series repayable at the option of the Holders thereof before their Stated Maturity, means any person de Corporation to purchase any such Debt Securities.

7

REPAYMENT DATE:

The term "Repayment Date", when used with respect to any Debt Security to be repaid upo option for repayment by the Holder, means the date fixed for such repayment pursuant to this Ind

REPAYMENT PRICE:

The term "Repayment Price", when used with respect to any Debt Security to be repaid up option for repayment by the Holder, means the price at which it is to be repaid pursuant to this

RESPONSIBLE OFFICER:

The term "responsible officer" when used with respect to the Trustee shall mean any off the Trustee to administer its corporate trust matters.

RIGHTS:

The term "Rights" has the meaning specified in Section 18.06(c).

SECURITY REGISTER AND SECURITY REGISTRAR:

The term "Security Register" and "Security Registrar" shall have the respective meaning Section 2.05.

SIGNIFICANT SUBSIDIARY:

The term "Significant Subsidiary" shall mean any Subsidiary of the Corporation that, at least 5% of the consolidated revenues of the Corporation and its Subsidiaries at such time as re most recent annual audited consolidated financial Statements of the Corporation.

STATED MATURITY:

The term "Stated Maturity" when used with respect to any Debt Security or any installme thereon, means the date specified in such Debt Security or a Coupon representing such installmen the fixed date on which the principal of such Debt Security or such installment of interest is d

SUBSIDIARY:

The term "Subsidiary" shall mean any corporation or other entity of which at least a majority of the board of directors or other governing body of such corporation or other entity (whether or not at the time stock or other beneficial interests of another class or classes of such other entity shall have or might have voting power by reason of the happening of any contingency owned by the Corporation, or by one or more Subsidiaries, or by the Corporation and one or more

8

TRUST INDENTURE ACT OF 1939:

The term "Trust Indenture Act of 1939" shall mean the Trust Indenture Act of 1939, as amended, in the UNITED STATES:

The term "United States" shall mean the United States of America (including the states and the District of Columbia) and its possessions (including the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and the Northern Mariana Islands).

U.S. DOLLAR:

The term "U.S. Dollar" or "\$" means a dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private

SECTION 1.02. NOTICE TO SECURITYHOLDERS. Except as otherwise expressly provided herein, the Trustee shall provide notice to Holders of Debt Securities of any event, such notice shall be sufficient if given in writing and mailed, first class, postage prepaid, to each Holder at such Holder's address as it appears on the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed in the notice.

Neither the failure to mail such notice nor any defect in any notice so mailed to any person in connection with a Debt Security shall affect the sufficiency of such notice with respect to other Holders of such Debt Security.

In case by reason of the suspension of regular mail service or by reason of any other circumstance it is impracticable to give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by any person entitled to receive such notice, either before or after the event, and such waiver shall be in writing. Waivers of notice by Holders of Debt Securities shall be filed with the Trustee and shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

9

ARTICLE Two

ISSUE, EXECUTION, REGISTRATION AND EXCHANGE OF DEBT SECURITIES

SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES. The aggregate principal amount of Debt Securities that may be authenticated and delivered under this Indenture is unlimited.

The Debt Securities may be issued in one or more series. There shall be established in Board Resolution, and set forth in an Officers' Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Debt Securities of any series:

(1) the designation of the Debt Securities of the series (which shall distinguish the Debt Securities of the series from all other Debt Securities);

(2) any limit upon the aggregate principal amount of the Debt Securities of the series which may be authenticated and delivered under this Indenture (except for Debt Securities authenticated and delivered under the registration of transfer of, or in exchange for, or in lieu of, other Debt Securities of the series provided for in Section 2.05, 2.06, 2.07, 3.02, 10.04, 16.03, or 18.03);

- (3) the date or dates on which the principal of the Debt Securities of the series is payable;
- (4) the rate or rates, which may be fixed or variable, at which the Debt Securities of the interest, if any, and if the rate or rates are variable, the manner of calculation thereof, the from which such interest shall accrue, the Interest Payment Dates on which such interest shall be Regular Record Date for the determination of Holders of such Debt Securities to whom interest is Interest Payment Date;
- (5) the place or places (in addition to such place or places specified in this Indenture) where principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on Debt Securities of the series shall be payable;
- (6) the right, if any, of the Corporation to redeem Debt Securities of the Series, in whole or in its option and the period or periods within which, the price or prices at which and the terms and conditions under which Debt Securities of the series may be redeemed pursuant to any sinking fund or otherwise;

10

-
- (7) the obligation, if any, of the Corporation to redeem, purchase or repay Debt Securities pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of the Corporation and the period or periods within which, the price or prices at which and the terms and conditions under which Debt Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to any sinking fund or otherwise;
- (8) if the amount of principal of and interest on the Debt Securities of the series may be determined by reference to an index based on a currency or currencies other than that in which the Debt Securities of the series are denominated, the manner in which such amounts shall be determined;
- (9) the denominations in which Debt Securities of the series shall be issuable, if other than in integral multiples thereof;
- (10) if other than the principal amount thereof, the portion of the principal amount of Debt Securities of the series which shall be payable upon declaration of acceleration of the maturity thereof or when the Debt Securities of the series shall be entitled to claim pursuant to Section 6.02;
- (11) whether the Debt Securities of the series shall be issued with or without Coupons;
- (12) whether the Debt Securities of the series shall be issued in whole or in part in the form of Global Securities and, in such case, the Depository for such Global Securities or Debt Securities of the series are to be issuable initially in temporary form and whether any Debt Securities of the series are to be issuable in definitive form with or without Coupons and, if so, whether the holders of interests in any such definitive Global Security may exchange such interests for Debt Securities of the series and of like tenor of any authorized form and denomination, and the circumstances under which and the places where any such exchanges may occur, if other than in the manner provided in Section 2.
- (13) whether and under what circumstances the Corporation will pay Additional Amounts on the Debt Securities of the series in respect of any tax, assessment or governmental charge withheld or deducted and, if so, the Corporation will have the option to redeem such Debt Securities rather than pay such Additional Amounts;
- (14) the provisions, if any, for the defeasance of the Debt Securities of the series;

11

-
- (15) if the Debt Securities of such series are to be issuable in definitive form (whether upon or upon exchange of a temporary Debt Security of such series) only upon receipt of certain certificates or satisfaction of other conditions, the form and terms of such certificates, documents or other conditions;
- (16) except as otherwise provided herein, any trustees, depositories, authenticating or paying agents, transfer agents, registrars or any other agents with respect to the Debt Securities of such series;
- (17) the percentage of their principal amount at which the Debt Securities will be issued;

- (18) any securities exchanges on which the Debt Securities will be listed;
- (19) whether the Debt Securities of the series are Convertible Securities and the terms relating including the Conversion Price and the date on which the right to convert expires; and
- (20) any other terms of the series (which terms shall not be inconsistent with the provisions of the Indenture).

All Debt Securities of any one series shall be substantially identical except (i) as to and (ii) as may otherwise be provided in or pursuant to such Board Resolution and set forth in the Certificate or in any such indenture supplemental hereto.

If any of the terms of the series are established by action taken pursuant to a Board Resolution of an appropriate record of such action shall be certified by the Secretary or any Assistant Secretary of the Corporation and delivered to the Trustee at the same time as or prior to the delivery of the Official Certificate setting forth the terms of the series.

SECTION 2.02. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION. The Trustee's certificate of authentication shall be in the following form:

{FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION}

This is one of the Debt Securities of the series designated therein referred to in the Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee,

By: _____
Authorized Signatory

12

SECTION 2.03. FORM, EXECUTION, AUTHENTICATION, DELIVERY AND DATING OF DEBT SECURITIES. The forms of each series and the Coupons, if any, to be attached thereto, shall be in the forms approved by or pursuant to a Board Resolution, or established in one or more indentures supplemental hereto by such letters, numbers or other marks of identification or designation and such legends or endorsements lithographed or engraved thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation pursuant thereto or with any rule or regulation of any securities exchange on which the Debt Securities are listed, or to conform to usage.

Each Debt Security and Coupon shall be executed on behalf of the Corporation by its Pre-Execution Officer or its Chief Financial Officer or any Vice President and the Secretary or any Assistant Secretary. Such signatures may be the manual or facsimile signatures of the present or any future officers.

Each Debt Security and Coupon bearing the manual or facsimile signatures of individuals at the time the proper officers of the Corporation shall bind the Corporation, notwithstanding that such individuals at any time have ceased to hold such offices prior to the authentication and delivery of such Debt Security to which such Coupon appertains. At any time and from time to time after the delivery of this Indenture, the Corporation may deliver Debt Securities of any series executed by and, in the case of Coupon Securities, having attached thereto appropriate Coupons, to the Trustee for authentication, together with a Corporation Order for the authentication and delivery of such Debt Securities and the Trustee in accordance with such Corporation Order shall authenticate and deliver such Debt Securities. If the form or terms of the Debt Securities or Coupons of the series have been established in or by one or more Board Resolutions as permitted by this Section and Section 2.01, in authenticating such Debt Securities and accepting the additional responsibilities under this Indenture in relation to such Debt Securities the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in the Opinion of Counsel stating:

- (a) if the form of such Debt Securities or Coupons has been established by or pursuant to B

as permitted by Section 2.01, that such form has been established in conformity with the provisions of the Indenture;

(b) if the terms of such Debt Securities have been established by or pursuant to Board Resolutions Permitted by Section 2.01, that such terms have been established in conformity with the provisions of the Indenture; and

13

(c) that each such Debt Security and Coupon, when authenticated and delivered by the Trustee to the Corporation in the manner and subject to any conditions specified in such Opinion of Counsel, shall constitute valid and legally binding obligations of the Corporation, enforceable in accordance with its terms, notwithstanding bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights and to general equity principles, in a proceeding at law or in equity. If such form or terms have been so established, the Trustee shall be required to authenticate such Debt Securities if the issue of such Debt Securities pursuant to the Indenture will affect the Trustee's own rights, duties or immunities under the Debt Securities and the Indenture otherwise in a manner that is not reasonably acceptable to the Trustee.

Every Debt Security shall be dated the date of its authentication.

No Debt Security shall be entitled to any benefit under this Indenture or be valid or enforceable for any purpose unless there appears on such Debt Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon any Debt Security shall be conclusive evidence, and the only evidence, that such Debt Security has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture. Notwithstanding the foregoing, if a Debt Security shall have been duly authenticated and delivered hereunder but never issued and so the Corporation, and the Corporation shall deliver such Debt Security to the Trustee for cancellation pursuant to Section 2.08 together with a written statement (which need not comply with Section 14.04 and need not be accompanied by an Opinion of Counsel) stating that such Debt Security has never been issued and so the Corporation, for all purposes of this Indenture such Debt Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

If the Corporation shall establish pursuant to Section 2.01 that the Debt Securities of a particular series shall be issued in whole or in part in the form of a Global Security, then the Corporation shall execute and deliver the Global Security that (i) shall represent and shall be denominated in an aggregate amount equal to the aggregate principal amount of outstanding Debt Securities of such series to be represented by the Global Security, (ii) shall be registered, if in registered form, in the name of the Depository for such series or the nominee of such Depository, and (iii) shall be delivered by the Trustee to such Depository in accordance with such Depository's instructions.

Each Depository designated pursuant to Section 2.01 for a Global Security shall be a clearing agency registered with the Securities Exchange Act of 1934, as amended, and any other applicable statute or regulation.

14

SECTION 2.04. DENOMINATIONS; RECORD DATE. The Debt Securities shall be issuable in such denominations as shall be specified as contemplated in Section 2.01. In the absence of any such specification with respect to any series, such Debt Securities shall be issuable in the denomination contemplated by Section 2.01.

The term "record date" as used with respect to an Interest Payment Date (except a date of a defaulted interest) shall mean such day or days as shall be specified in the terms of the Debt Securities of a particular series as contemplated by Section 2.01; provided, however, that in the absence of any such specification with respect to any series, such term shall mean (1) the last day of the calendar month next preceding the Interest Payment Date if such Interest Payment Date is the fifteenth day of a calendar month; or (2) the first day of the calendar month next preceding such Interest Payment Date if such Interest Payment Date is the fifteenth day of a calendar month.

The person in whose name any Debt Security is registered at the close of business on the Date with respect to an Interest Payment Date shall be entitled to receive the interest payable Amounts, if any, payable on such Interest Payment Date notwithstanding the cancellation of such upon any transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Date; provided, however, that if and to the extent the Corporation shall default in the payment of the interest and Additional Amounts, if any, due on such Interest Payment Date, such defaulted interest and Additional Amounts, if any, shall be paid to the persons in whose names outstanding Debt Securities are registered subsequent record date established by notice given by mail by or on behalf of the Corporation to the persons in whose names Debt Securities of the series in default not less than fifteen days preceding such subsequent record date to be not less than five days preceding the date of payment of such defaulted interest.

SECTION 2.05. EXCHANGE AND REGISTRATION OF TRANSFER OF DEBT SECURITIES. Debt Securities of one series may be exchanged for a like aggregate principal amount of Debt Securities of other authorized denominations of the same series. Debt Securities to be exchanged shall be surrendered at the office or agency to be designated and maintained by the Corporation for such purpose in the Borough of Manhattan, The City of New York with the provisions of Section 4.02, and the Corporation shall execute and register and the Trustee shall authenticate and deliver in exchange therefor the Debt Security or Debt Securities that the Holder of such Debt Security or Debt Securities to be exchanged shall be entitled to receive.

The Corporation or its designated agent (the "Security Registrar") shall keep, at such office as the Corporation may designate, a Security Register (the "Security Register") in which, subject to such reasonable regulations as may be prescribed, the Corporation shall register Debt Securities and shall register the transfer of Debt Securities provided in this Article Two. The Security Register shall be in written form or in any other form which may be converted into written form within a reasonable time. At all reasonable times the Security Register shall be open for inspection by the Trustee. Upon due presentment for registration of transfer of any particular series at such office or agency, the Corporation shall execute and the Corporation's Security Registrar shall register and the Trustee shall authenticate and deliver in the name of the transferee a new Debt Security or Debt Securities of such series for an equal aggregate principal amount.

15

All Debt Securities presented for registration of transfer or for exchange, redemption or payment, in the case may be, shall (if so required by the Corporation or the Trustee) be duly endorsed by, or on behalf of, a written instrument or instruments of transfer in form satisfactory to the Corporation and executed by the Holder or his, her or its attorney duly authorized in writing.

No service charge shall be made for any exchange or registration of transfer of Debt Securities. The Corporation may require payment of a sum sufficient to cover any tax or other governmental charge imposed in connection therewith.

The Corporation shall not be required to exchange or register a transfer of (a) any Debt Security of any series for a period of fifteen days next preceding any selection of Debt Securities of such series to be redeemed, or (b) any Debt Securities of any such series selected for redemption except in the case of such series to be redeemed in part, the portion thereof not to be so redeemed.

SECTION 2.06. TEMPORARY DEBT SECURITIES. Pending the preparation of definitive Debt Securities of any series, the Corporation may execute and on receipt of a Corporation Order the Trustee shall authenticate and deliver temporary Debt Securities of such series (printed or lithographed). Temporary Debt Securities of any series shall be issuable in any authorized denominations, and in the form approved from time to time by the Corporation pursuant to a Board Resolution but with such omissions, insertions and variations as may be appropriate. Every temporary Debt Security shall be executed by the Corporation and authenticated by the Trustee upon the same conditions and in the same manner, and with like effect, as the definitive Debt Securities. Without unnecessary delay the Corporation shall execute and furnish definitive Debt Securities of such series and thereupon any or all temporary Debt Securities of such series may be surrendered in exchange therefor without charge at the office or agency designated and maintained by the Corporation for such purpose in the Borough of Manhattan, The City of New York in accordance with the provisions of Section 4.02, and the Trustee shall authenticate and deliver in exchange therefor such temporary Debt Securities an equal aggregate principal amount of definitive Debt Securities of such series of authorized denominations and in the case of such Debt Securities that are Coupon Securities attached thereto the appropriate Coupons. Until so exchanged the temporary Debt Securities of any series shall be entitled to the same benefits under this Indenture as definitive Debt Securities of such series.

SECTION 2.07. MUTILATED, DESTROYED, LOST OR STOLEN DEBT SECURITIES. In case any temporary or Security of any series or, in the case of a Coupon Security, any Coupon appertaining thereto, shall be mutilated or destroyed, lost or stolen, the Corporation in the case of a mutilated Debt Security shall, and in the case of a lost, stolen or destroyed Debt Security or Coupon may, in its discretion and upon receipt of a Corporation Order the Trustee shall authenticate and deliver, a new Debt Security of the same series as the mutilated, destroyed, lost or stolen Debt Security or, in the case of a Coupon Security of the same series as the mutilated, destroyed, lost or stolen Coupon Security or a Coupon, a new Coupon of the same series as the Coupon Security to which such mutilated, destroyed or stolen Coupon appertains, bearing a number not contemporaneously outstanding, in exchange and substitution for the mutilated Debt Security, or in lieu of and in substitution for the Debt Security so destroyed or in exchange for the Coupon Security to which such mutilated, destroyed, lost or stolen Coupon all appurtenant Coupons not destroyed, lost or stolen. In every case the applicant for a substituted Security or Coupon shall furnish to the Corporation and to the Trustee such security or indemnity required by them to save each of them harmless, and, in every case of destruction, loss or theft shall also furnish to the Corporation and to the Trustee evidence to their satisfaction of the destruction or theft of such Debt Security or Coupon, as the case may be, and of the ownership thereof. Upon any substituted Debt Security or Coupon, the Corporation may require the payment of a sum sufficient to pay any tax or other governmental charge that may be imposed in relation thereto and any other expenses therewith and in addition a further sum not exceeding ten dollars for each Debt Security so issued in substitution. In case any Debt Security or Coupon which has matured or is about to mature shall be destroyed, lost or stolen, the Corporation may, instead of issuing a substituted Debt Security or Coupon, authorize the payment of the same (without surrender thereof except in the case of a mutilated Debt Security or Coupon) if the applicant for such payment shall furnish to the Corporation and the Trustee with such indemnity as they may require to save them harmless and, in case of destruction, loss or theft, evidence to the satisfaction of the Corporation and the Trustee of the destruction, loss or theft of such Debt Security or Coupon and of the ownership thereof.

Every substituted Debt Security with, in the case of any such Debt Security that is a Coupon Security, its Coupons, issued pursuant to the provisions of this Section by virtue of the fact that any Debt Security or Coupon is destroyed, lost or stolen shall, with respect to such Debt Security or Coupon, constitute the contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Debt Security or Coupon shall be found at any time, and shall be entitled to all the benefits of this Indenture equally proportionately with any and all other Debt Securities, and the Coupons appertaining thereto, due hereunder.

All Debt Securities and any Coupons appertaining thereto shall be held and owned upon the condition that the foregoing provisions are exclusive with respect to the replacement or payment of destroyed, lost or stolen Debt Securities and Coupons appertaining thereto and shall, to the extent of law, preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

SECTION 2.08. CANCELLATION. Unless otherwise provided with respect to a series of Debt Securities and Coupons surrendered for payment, redemption, repayment, transfer, exchange or creation of a sinking fund payment pursuant to this Indenture, shall, if surrendered to the Corporation or any other entity or of the Trustee, be delivered to the Trustee and promptly cancelled by it or, if surrendered to the Trustee, be cancelled by it, and no Debt Securities or Coupons shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Indenture. The Trustee shall destroy cancelled Debt Securities and Coupons and deliver a certificate of destruction to the Corporation.

SECTION 2.09. COMPUTATION OF INTEREST. Except as otherwise specified as contemplated by Section 2.01, Debt Securities of any series, interest on the Debt Securities of each series shall be computed on a 360-day year of twelve 30-day months.

SECTION 2.10. DEBT SECURITIES IN GLOBAL FORM. If Debt Securities of a series are issuable in a form specified as contemplated by Section 2.01, then, notwithstanding clause (8) of Section 2.01 and Section 2.04, such Global Security shall represent such of the outstanding Debt Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of outstanding Debt Securities from time to time endorsed thereon and that the aggregate amount of outstanding Debt

represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a global form to reflect the amount, or any increase or decrease in the amount, of outstanding Deb represented thereby shall be made by the Trustee in such manner and upon instructions given by s Persons as shall be specified therein or in the Corporation Order to be delivered to the Trustee Section 2.03 or Section 2.06. Subject to the provisions of Section 2.03 and, if applicable, Sec Trustee shall deliver and redeliver any Debt Security in definitive global bearer form in the ma written instructions given by the Person or Persons specified therein or in the applicable Corpo a Corporation Order pursuant to Section 2.03 or 2.06 has been, or simultaneously is, delivered, by the Corporation with respect to endorsement or delivery or redelivery of a Debt Security in g be in writing but need not comply with Section 14.04 and need not be accompanied by an opinion o beneficial owner of a Debt Security represented by a definitive Global Security in bearer form m than 30 days written notice to the Trustee, given by the beneficial owner through a Depository, interest in such definitive Global Security for a definitive bearer Debt Security or Debt Securi definitive Debt Security or Debt Securities, of any authorized denomination, subject to the rule of such Depository and its members. No individual definitive bearer Debt Security will be deliv United States.

18

The provisions of the last sentence of the third to the last paragraph of Section 2.03 any Debt Security represented by a Debt Security in global form if such Debt Security was never by the Corporation and the Corporation delivers to the Trustee the Debt Security in global form written instructions (which need not comply with Section 14.04 and need not be accompanied by an Counsel) with regard to the reduction in the principal amount of Debt Securities represented the with the written statement contemplated by the last sentence of the third to the last paragraph

Unless otherwise specified as contemplated by Section 2.01, payment of principal of, an any interest on, any Debt Security in definitive global form shall be made to the Person or Pers therein.

SECTION 2.11. MEDIUM-TERM SECURITIES. Notwithstanding any contrary provision herein, if all of a series are not to be originally issued at one time, it shall not be necessary to deliver th Order, Officers' Certificate, supplemental indenture or Opinion of Counsel otherwise required pu Sections 2.01, 2.03, 2.06, and 14.04 at or prior to the time of authentication of each Debt Secu series if such documents are delivered at or prior to the authentication upon original issuance Security of such series to be issued.

An Officers' Certificate or supplemental indenture, delivered pursuant to this Section circumstances set forth in the preceding paragraph may provide that Debt Securities which are th will be authenticated and delivered by the Trustee on original issue from time to time upon the persons designated in such Officers' Certificate or supplemental indenture and that such persons to determine, consistent with such Officers' Certificate or any applicable supplemental indentur conditions of said Debt Securities as are specified in such Officers' Certificate or supplementa provided that the foregoing procedure is acceptable to the Trustee.

19

SECTION 2.12. CUSIP NUMBERS. The Corporation, in issuing the Debt Securities, may use "CUSI then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redempti convenience to Holders; provided that any such notice may state that no representation is made a correctness of such numbers either as printed on the Debt Securities or as contained in any noti redemption and that reliance may be placed only on the other identification numbers printed on t Securities, and any such redemption shall not be affected by any defect in or omission of such n Corporation will promptly notify the Trustee of any change in the "CUSIP" numbers.

ARTICLE Three

REDEMPTION OF DEBT SECURITIES

SECTION 3.01. REDEMPTION OF DEBT SECURITIES; APPLICABILITY OF ARTICLE. Redemption of Debt S series as permitted or required by the terms thereof shall be made in accordance with such terms Article; provided, however, that if any provision of any series of Debt Securities shall conflic

provision of this Article, the provision of such series of Debt Securities shall govern.

The notice date for a redemption of Debt Securities shall mean the date on which notice redemption is given in accordance with the provisions of Section 3.02 hereof.

SECTION 3.02. NOTICE OF REDEMPTION; SELECTION OF DEBT SECURITIES. The election of the Corporation any Debt Securities shall be evidenced by an Officers' Certificate. In case the Corporation shall exercise the right to redeem all, or, as the case may be, any part, of a series of Debt Securities the terms and provisions applicable to such series, it shall fix a Redemption Date and shall mail such redemption at least thirty and not more than sixty days prior to the Redemption Date to the Debt Securities of such series to be redeemed as a whole or in part, at their last addresses as on the Security Register. Such mailing shall be by prepaid first class mail. Any notice that in manner herein provided shall be conclusively presumed to have been duly given, whether or not they have received such notice. In any case, failure to give notice by mail, or any defect in the notice, shall not affect the validity of the proceedings for the redemption of any other Debt Security of such series.

Each such notice of redemption shall specify the provisions of such Debt Securities and the date of redemption is made, that the conditions precedent, if any, to such redemption have occurred, shall be the same and the Redemption Date, the Redemption Price, the Place of Payment, that payment will be made on presentation and surrender of such Debt Securities and, in the case of Coupon Securities, of all amounts appertaining thereto maturing after the Redemption Date, that interest and Additional Amounts, if any, on the Redemption Date will be paid as specified in said notice, and that on and after said date in

20

thereon or on the portions thereof to be redeemed will cease to accrue. If fewer than all of the securities of a series are to be redeemed any notice of redemption published in an Authorized Newspaper shall specify the numbers of the Debt Securities to be redeemed and, if applicable, the CUSIP Numbers thereof. In the case of a Debt Security is to be redeemed in part only, the notice of redemption shall state the portion of the securities thereof to be redeemed and shall state that upon surrender of such Debt Security, a new Debt Security shall be issued in principal amount equal to the unredeemed portion thereof will be issued of the same

On or prior to the Redemption Date specified in the notice of redemption given for Debt Securities the Corporation will deposit in trust with the Trustee or with one or more Paying Agents an amount sufficient to redeem on the Redemption Date all the Debt Securities or portions of Debt Securities to be redeemed at the Redemption Price, together with interest, if any, and Additional Amounts, if any, due on the Redemption Date. The Corporation will give the Trustee notice of each redemption at least ten days prior to the Redemption Date (unless a shorter notice is acceptable to the Trustee) as to the aggregate amount of Debt Securities to be redeemed.

If fewer than all of the Debt Securities of a series are to be redeemed, the Trustee shall redeem the securities pro rata or by lot or in such other manner as it shall deem reasonable and fair, the numbers of the securities to be redeemed in whole or in part.

SECTION 3.03. PAYMENT OF DEBT SECURITIES CALLED FOR REDEMPTION. If notice of redemption has been given as above provided, the Debt Securities or portions of Debt Securities with respect to which such notice has been given shall become due and payable on the date and at the Place of Payment stated in such notice of redemption at the Redemption Price, together with interest, if any, and Additional Amounts, if any, accrued to the date of redemption and on and after said date (unless the Corporation shall default in the payment of such Debt Securities) at the Redemption Price, together with interest, if any, and Additional Amounts, if any, accrued to said date. On the date of redemption the Debt Securities or portions of Debt Securities so called for redemption shall cease to accrue interest on presentation and surrender of such Debt Securities subject to redemption at said Place of Payment. If, on the date specified, the said Debt Securities or the specified portions thereof shall be paid and redeemed by the Corporation at the Redemption Price, together with interest, if any, and Additional Amounts, if any, due thereon to the Redemption Date. Interest, if any, and Additional Amounts, if any, maturing on or after the Redemption Date shall continue to be payable (but without interest thereon unless the Corporation shall default in payment thereof) in the case of Coupon Securities to the bearers of the Coupons for such interest on presentation and surrender thereof and to the Holders thereof registered as such on the Security Register on the date of redemption subject to the terms and provisions of Section 2.04. At the option of the Corporation payment may be made by check to (or to the order of) the Holders of the Debt Securities or other persons entitled to receive the same on presentation and surrender of such Debt Securities.

21

If any Coupon Security surrendered for redemption shall not be accompanied by all appurtenances maturing after the Redemption Date, the surrender of such missing Coupon or Coupons may be waived by the Corporation and the Trustee, if there be furnished to each of them such security or indemnity as to save each of them harmless.

Upon presentation of any Debt Security redeemed in part only, the Corporation shall execute and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Corporation, Security or Debt Securities, of authorized denominations, in aggregate principal amount equal to the portion of the Debt Security so presented of the same series.

ARTICLE Four

COVENANTS OF THE CORPORATION

SECTION 4.01. PAYMENT OF PRINCIPAL, PREMIUM, INTEREST AND ADDITIONAL AMOUNTS. The Corporation shall punctually pay or cause to be paid the principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on each of the Debt Securities at the place, at the respective times and in the manner provided in the terms of the Debt Securities and in this Indenture. The interest on Coupon Securities (together with any Additional Amounts) shall be payable only upon presentation and surrender of the several Coupons evidencing such interest installments as are evidenced thereby as they severally mature. The interest, if any, on bearer securities (together with any Additional Amounts) shall be paid, as to the installments evidenced by Coupons attached thereto, if any, only upon presentation and surrender thereof, and as to the installments of interest, if any, only upon presentation of such Debt Securities for notation thereof. The interest on Debt Securities (together with any Additional Amounts) shall be payable only to the Holders thereof and at the option of the Corporation may be paid by (i) mail or (ii) wire transfer of immediately available funds, but only if the Trustee has received wire transfer instructions in writing not less than 15 days prior to the Payment Date.

SECTION 4.02. OFFICES FOR NOTICES AND PAYMENTS, ETC. As long as any of the Debt Securities remain outstanding, the Corporation shall designate and maintain, in the Borough of Manhattan, The City of New York, an office or agency where the Debt Securities of such series may be presented for registration and for exchange as provided in this Indenture, an office or agency where notices and demands to

22

the Corporation in respect of the Debt Securities of such series or of this Indenture may be served, at the office or agency where the Debt Securities of such series may be presented for payment. The Corporation shall give notice of the location of each such office or agency and of any change in the location thereof. If the Corporation shall fail to maintain any such office or agency in the Borough of Manhattan, The City of New York, or shall fail to give such notice of the location or of any change in the location thereof, notices and demands may be served at the Corporate Trust Office of the Trustee in the Borough of Manhattan, The City of New York, and the Corporation hereby appoints the Trustee as its agent to receive notices and demands.

The Corporation hereby initially designates U.S. Bank National Association, located at its New York Trust Office, as the Security Registrar and as the office or agency of the Corporation in the Borough of Manhattan, The City of New York, where the Debt Securities may be presented for payment and for registration and for exchange as in this Indenture provided and where notices and demands to or upon the Corporation in respect of the Debt Securities of any series or of this Indenture may be served.

SECTION 4.03. PROVISIONS AS TO PAYING AGENT.

(a) Whenever the Corporation shall appoint a paying agent other than the Trustee with respect to the Debt Securities of any series, it will cause such paying agent to execute and deliver to the Trustee a written agreement which such agent shall agree with the Trustee, subject to the provisions of this Section:

(1) that it will hold sums held by it as such agent for the payment of the principal of (and premium, if any), interest, if any, or Additional Amounts, if any, on the Debt Securities of such series in

benefit of the Holders of the Debt Securities of such series, or Coupons appertaining thereto, a be, entitled thereto and will notify the Trustee of the receipt of sums to be so held,

(2) that it will give the Trustee notice of any failure by the Corporation (or by any other Debt Securities of such series) to make a payment of the principal of (or premium, if any), inte Additional Amounts, if any, on the Debt Securities of such series when the same shall be due and

(3) at any time during the continuance of any such default, upon the written request of the forthwith pay to the Trustee all sums so held in trust by such paying agent.

(b) If the Corporation shall act as its own paying agent, it will, on or before each due da principal of (and premium, if any), interest, if any, or Additional Amounts, if any, on the Debt any series set aside, segregate and hold in trust for the benefit of the Holders of the Debt Sec series entitled thereto a sum sufficient to pay such principal (and premium if any), interest, i Additional Amounts, if any, so becoming due. The Corporation will promptly notify the Trustee o take such action.

23

(c) Anything in this Section to the contrary notwithstanding, the Corporation may, at any t purpose of obtaining a satisfaction and discharge with respect to one or more or all series of D hereunder, or for any other reason, pay or cause to be paid to the Trustee all sums held in trus by it or any paying agent hereunder as required by this Section, such sums to be held by the Tru trusts herein contained.

(d) Anything in this Section to the contrary notwithstanding, the agreement to hold sums in provided in this Section is subject to the provisions of Sections 12.04 and 12.05.

SECTION 4.04. STATEMENT BY OFFICERS AS TO DEFAULT. The Corporation shall deliver to the Tru before a date not more than four months after the end of each fiscal year of the Corporation (wh of execution hereof, ends on December 31) ending after the date hereof, commencing with the fisc 2003, an Officers' Certificate, stating whether or not to the best knowledge of the signers ther Corporation is in default in the performance or observance of any of the terms, provisions and c Indenture to be performed or observed by it and, if the Corporation shall be in default, specify defaults and the nature thereof of which they may have knowledge.

ARTICLE Five

SECURITYHOLDER LISTS AND REPORTS BY THE CORPORATION AND THE TRUSTEE

SECTION 5.01. SECURITYHOLDER LISTS. The Corporation covenants and agrees that it will furni furnished to the Trustee with respect to the Debt Securities of each series:

(a) semiannually, not later than each Interest Payment Date (in the case of any series havi Interest Payment Dates) or not later than the dates determined pursuant to Section 2.01 (in the series not having semiannual Interest Payment Dates) a list, in such form as the Trustee may rea of the names and addresses of the Holders of Debt Securities of such series as of the Regular Re of such other date as may be determined pursuant to Section 2.01 for such series) therefor, and

24

(b) at such other times as the Trustee may request in writing within thirty days after rece Corporation of any such request, a list in such form as the Trustee may reasonably require of th addresses of the Holders of Debt Securities of a particular series specified by the Trustee as o than fifteen days prior to the time such information is furnished; provided, however, that if an Trustee shall be the Security Registrar, such list shall not be required to be furnished.

SECTION 5.02. PRESERVATION AND DISCLOSURE OF LISTS.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all info names and addresses of the Holders of each series of Debt Securities (i) contained in the most r

furnished to it as provided in Section 5.01, (ii) received by the Trustee in its capacity as Sec Paying Agent, or (iii) filed with it within the preceding two years pursuant to Section 313(c) o Indenture Act of 1939. The Trustee may destroy any list furnished to it as provided in Section of a new list so furnished.

(b) In case three or more Holders of Debt Securities (hereinafter referred to as "applicant writing to the Trustee and furnish to the Trustee reasonable proof that each such applicant has Security of such series for a period of at least six months preceding the date of such applicati application states that the applicants desire to communicate with other Holders of Debt Securiti particular series (in which case the applicants must hold Debt Securities of such series) or wit Debt Securities with respect to their rights under this Indenture or under such Debt Securities accompanied by a copy of the form of proxy or other communication that such applicants propose t the Trustee shall, within five business days after the receipt of such application, at its elect

(1) afford to such applicants access to the information preserved at the time by the Trustee with the provisions of subsection (a) of this Section, or

(2) inform such applicants as to the approximate number of Holders of Debt Securities of su Debt Securities, as the case may be, whose names and addresses appear in the information preserv the Trustee, in accordance with the provisions of subsection (a) of this Section, and as to the of mailing to such Securityholders the form of proxy or other communication, if any, specified i application.

If the Trustee shall elect not to afford to such applicants access to such information, shall, upon the written request of such applicants, mail to each Holder of such series or all De the case may be, whose name and address appear in the information preserved at the time by the T accordance with the provisions of subsection (a) of this Section, a copy of the form of proxy or communication that is specified in such request, with reasonable promptness after a tender to th material to be mailed and of payment, or provision for the payment, of the reasonable expenses o within five days after such tender, the Trustee shall mail to such applicants and file with the

25

together with a copy of the material to be mailed, a written statement to the effect that, in th Trustee, such mailing would be contrary to the best interests of the Holders of Debt Securities all Debt Securities, as the case may be, or would be in violation of applicable law. Such writt shall specify the basis of such opinion. If the Commission, after opportunity for appearing upo specified in the written statement so filed, shall enter an order refusing to sustain any of suc if, after the entry of an order sustaining one or more of such objections, the Commission shall notice and opportunity for hearing, that all the objections so sustained have been met, and shal so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved or duty to such applicants respecting their application.

(c) Each and every Holder of Debt Securities, by receiving and holding the same, agrees wit and the Trustee that neither the Corporation nor the Trustee nor any agent of the Corporation or shall be held accountable by reason of the disclosure of any such information as to the names an the Holders of Debt Securities in accordance with the provisions of subsection (b) of this Secti the source from which such information was derived, and that the Trustee shall not be held accou of mailing any material pursuant to a request made under said subsection (b).

SECTION 5.03. REPORTS BY THE CORPORATION. The Corporation covenants:

(a) to file with the Trustee within fifteen days after the Corporation is required to file Commission, copies of the annual reports and of the information, documents and other reports (or portions of any of the foregoing as the Commission may from time to time by rules and regulation which the Corporation may be required to file with the Commission pursuant to Section 13 or Sect Securities Exchange Act of 1934, as amended; or, if the Corporation is not required to file info documents or reports pursuant to either of such sections, then to file with the Trustee and the accordance with rules and regulations prescribed from time to time by the Commission, such of th and periodic information, documents and reports which may be required pursuant to Section 13 of Exchange Act of 1934, as amended, in respect of a security listed and registered on a national s exchange as may be prescribed from time to time in such rules and regulations.

(b) to file with the Trustee and the Commission, in accordance with the rules and regulations from time to time by the Commission, such additional information, documents, and reports with respect to compliance by the Corporation with the conditions and covenants provided for in this Indenture as from time to time by such rules and regulations; and

(c) to transmit by mail to all the Holders of Debt Securities of each series, as the names of such Holders appear on the Security Register, within thirty days after the filing thereof with the Commission summaries of any information, documents and reports required to be filed by the Corporation with respect to such series pursuant to subsections (a) and (b) of this Section as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 5.04. REPORTS BY THE TRUSTEE.

(a) On or before May 15, 2004 and on or before May 15 of each year thereafter, so long as any Debt Securities of any series are outstanding hereunder, the Trustee shall transmit to the Holders of such series, in the manner provided by Section 313(c) of the Trust Indenture Act of 1939, a copy of the report as of the preceding February 15, as may be required by Sections 313(a) and (b) of the Trust Indenture Act of 1939;

(b) A copy of each such report shall, at the time of such transmission to Holders of Debt Securities of any particular series, be filed by the Trustee with each stock exchange upon which the Debt Securities of such series are listed and also with the Commission. The Corporation agrees to notify the Trustee when and where any Debt Securities of any series become listed on any stock exchange.

ARTICLE Six

REMEDIES ON DEFAULT

SECTION 6.01. EVENTS OF DEFAULT. In case one or more of the following Events of Default with respect to any particular series of Debt Securities shall have occurred and be continuing, that is to say:

(a) default in the payment of the principal of (or premium, if any, on) any of the Debt Securities of any series as and when the same shall become due and payable either at maturity, upon redemption, by acceleration, or otherwise; or

(b) default in the payment of any installment of interest, if any, or in the payment of any dividend or other amount upon any of the Debt Securities of such series as and when the same shall become due and payable, or the continuance of such default for a period of thirty days after written notice from the Trustee; or

(c) failure on the part of the Corporation duly to observe or perform any other of the covenants or agreements on the part of the Corporation applicable to such series of the Debt Securities or contained in this Indenture for a period of ninety days after the date on which written notice of such failure, requiring the Corporation to remedy the same, shall have been given to the Corporation by the Trustee, or to the Corporation and the Trustee by the Holders of at least twenty-five percent in aggregate principal amount of the Debt Securities of such series at the time outstanding; or

(d) default by the Corporation or any Significant Subsidiary in any payment of \$25,000,000 or more of principal of or interest on any notes, bonds, debentures and other similar evidences of indebtedness borrowed, or in the payment of \$25,000,000 or more on account of any guarantee in respect of any notes, bonds, debentures and other similar evidences of indebtedness for money borrowed, beyond any period of grace provided in the instrument or agreement under which such notes, bonds, debentures and other similar evidences of indebtedness for money borrowed or guarantee was created; or

(e) a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Corporation in an involuntary case under any applicable bankruptcy, insolvency or other similar law hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or other official) of the Corporation or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed, undismissed and unobeyed;

rights hereunder, and all rights, remedies and powers of the Corporation, the Trustee and the Holders of the Debt Securities, as the case may be, shall continue as though no such proceedings had been taken.

SECTION 6.02. PAYMENT OF DEBT SECURITIES ON DEFAULT; SUIT THEREFOR. The Corporation covenants that in the event of a case default shall be made in the payment of any installment of interest, if any, on any of the Debt Securities of any series or any Additional Amounts payable in respect of any of the Debt Securities of any series when the same shall become due and payable, and such default shall have continued for a period of (2) in case default shall be made in the payment of the principal of (or premium, if any, on) any Debt Securities of any series, as and when the same shall have become due and payable, whether upon maturity of such series or upon redemption or upon declaration or otherwise, then upon demand of the Trustee, the Trustee shall pay to the Trustee, for the benefit of the Holders of the Debt Securities of such series, if any, appertaining to such Debt Securities, the whole amount that then shall have become due and payable on such Debt Securities of such series and such Coupons, for principal (and premium, if any) or interest on such Additional Amounts, if any as the case may be, with interest upon the overdue principal (and premium, if any) (to the extent that payment of such interest is enforceable under applicable law) upon overdue interest, if any, and Additional Amounts, if any, at the same rate as the rate of interest specified in the terms of such Debt Securities (or, with respect to Original Issue Discount Securities, at the rate specified in the terms of such Debt Securities for interest on overdue principal thereof upon maturity, redemption or acceleration); and, in addition thereto, such further amounts as shall be payable pursuant to Section 7.06.

In case the Corporation shall fail forthwith to pay such amounts upon such demand, the Corporation, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosecute such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against the Corporation or other obligor upon such Debt Securities and collect in the manner provided by law the sums of money and property of the Corporation or other obligor upon such Debt Securities wherever situated the monies so decreed to be payable.

30

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Corporation or any other obligor upon Debt Securities of any series under Title 11 of the United States Code or any other applicable law, or in case a receiver or trustee shall have been appointed for the Corporation or such other obligor, or in case of any other judicial proceedings relative to the Corporation or such other obligor, or to the creditors or property of the Corporation or such other obligor, then, irrespective of whether the principal of the Debt Securities of such series shall then be due and payable thereon or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal (and premium, if any, interest, if any, and Additional Amounts, if any, owing and payable on such Debt Securities of such series), and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee under Section 7.06 and of the Holders of the Debt Securities and Coupons of such series allowed in any such judicial proceedings relative to the Corporation or such other obligor, or to the creditors or property of the Corporation or such other obligor, and to collect and receive any monies or other property payable or deliverable on any such Debt Securities of such series to distribute all amounts received with respect to the claims of the Securityholders of such series to the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is authorized by each of the Holders of the Debt Securities and Coupons of such series to make payments to the Trustee and, in the event that the Trustee shall consent to the making of payments directly to the Securityholders of such series, to pay to the Trustee such amount as shall be sufficient to cover the reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other reasonable expense incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition of the Corporation or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Debt Securities, may be enforced by the Trustee without the possession of any of the Debt Securities or Coupons or the production thereof in any trial or other proceedings relative thereto. Any action or proceedings instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the Holders of the Debt Securities.

Coupons appertaining thereto.

In case of a default hereunder the Trustee may in its discretion proceed to protect and rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy whether for the specific enforcement of any covenant or agreement contained in this Indenture or exercise of any power granted in this Indenture, or to enforce any other legal or equitable right Trustee by this Indenture or by law.

31

SECTION 6.03. APPLICATION OF MONIES COLLECTED BY TRUSTEE. Any monies collected by the Trust Section 6.02 shall be applied in the following order, at the date or dates fixed by the Trustee the distribution of such monies on account of principal (or premium, if any) or interest, if any presentation of the several Debt Securities and Coupons in respect of which monies have been collected stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

FIRST: To the payment of the amounts payable to the Trustee pursuant to Section 7.06;

SECOND: In case the principal of the Debt Securities in respect of which monies have been shall not have become due, to the payment of interest, if any, and Additional Amounts, if any, on Securities of such series in the order of the maturity of the installments of such interest, with the extent that such interest has been collected by the Trustee) upon the overdue installments on Additional Amounts, if any, at the same rate as the rate of interest, if any, specified in the Debt Securities of such series (or, with respect to Original Issue Discount Securities, at the rate specified in the Debt Securities for interest on overdue principal thereof upon maturity, redemption or accelerated payments to be made ratably to the persons entitled thereto, without discrimination or preference

THIRD: In case the principal of the Debt Securities in respect of which monies have been have become due, by declaration or otherwise, to the payment of the whole amount then owing and Debt Securities of such series for principal (and premium, if any), interest, if any, and Additional Amounts, if any, and (to the extent that such interest has been collected by the Trustee) upon overdue installments interest, if any, and Additional Amounts, if any, at the same rate as the rate of interest specified Securities of such series (or, with respect to Original Issue Discount Securities, at the rate specified terms of such Debt Securities for interest on overdue principal thereof upon maturity, redemption or acceleration); and in case such monies shall be insufficient to pay in full the whole amount so upon the Debt Securities of such series, then to the payment of such principal (and premium, if any, and Additional Amounts, if any, without preference or priority of principal (and premium interest, if any, and Additional Amounts, if any, or of interest, if any, and Additional Amounts principal (and premium, if any), or of any installment of interest, if any, or Additional Amount

32

any other installment of interest, if any, or Additional Amounts, if any, or of any Debt Security over any other Debt Security of such series, ratably to the aggregate of such principal (and premium and accrued and unpaid interest, if any, and Additional Amounts, if any.

SECTION 6.04. PROCEEDINGS BY SECURITYHOLDERS. No Holder of any Debt Security of any series appertaining thereto shall have any right by virtue or by availing of any provision of this Indenture to institute any action or proceedings at law or in equity or in bankruptcy or otherwise, upon or with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy unless such Holder previously shall have given to the Trustee written notice of default and of the amount thereof, as hereinbefore provided, and unless also the Holders of not less than twenty-five per cent of the principal amount of the Debt Securities of such series then outstanding or, in the case of any Debt Security described in clause (d) or (e) of Section 6.01, twenty-five per cent in aggregate principal amount of the Debt Securities at the time outstanding (voting as one class) shall have made written request to institute such action or proceedings in its own name as Trustee hereunder and shall have offered such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred thereby, and the Trustee for sixty days after its receipt of such notice, request and offer of indemnity, if it has failed to institute any such action or proceedings and no direction inconsistent with such request shall have been given to the Trustee pursuant to Section 6.06; it being understood and intended that the Trustee shall expressly covenanted by the taker and Holder of every Debt Security with every other taker and Holder

Trustee, that no one or more Holders of Debt Securities or Coupons appertaining to such Debt Securities have any right in any manner whatever by virtue of or by availing himself, herself or itself of this Indenture to affect, disturb or prejudice the rights of any other Holder of Debt Securities appertaining to such Debt Securities, or to obtain or seek to obtain priority over or preference such Holder or to enforce any right under this Indenture, except in the manner herein provided a ratable and common benefit of all Holders of Debt Securities and Coupons. For the protection and the revisions of this Section, each and every Securityholder and the Trustee shall be entitled to can be given either at law or in equity.

Notwithstanding any other provisions in this Indenture, however, the right of any Holder of Debt Security to receive payment of the principal of (and premium, if any) and interest, if any, and Additional Amounts, if any, on such Debt Security or Coupon, on or after the respective due dates expressed in this Indenture, or to institute suit for the enforcement of any such payment on or after such due dates, shall not be impaired or affected without the consent of such Holder. With respect to Discount Debt Securities, principal shall mean such amount as shall be due and payable as may be determined in accordance with the terms of such Debt Securities.

33

SECTION 6.05. REMEDIES CUMULATIVE AND CONTINUING. All powers and remedies given by this Article to the Trustee or to the Holders of Debt Securities or Coupons shall, to the extent permitted by law, be cumulative and not exclusive of any thereof or of any other powers and remedies available to the Holders of Debt Securities or Coupons, by judicial proceedings or otherwise, to enforce the performance and observance of the covenants and agreements contained in this Indenture, and no delay or omission or of any Holder of any of the Debt Securities or Coupons to exercise any right or power accrued by reason of default occurring and continuing as aforesaid shall impair any such right or power or shall constitute a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 6.06, the power and remedy given by this Article Six or by law to the Trustee or to the Holders of Debt Securities or Coupons may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or the Holders of Debt Securities or Coupons, as the case may be.

SECTION 6.06. DIRECTION OF PROCEEDINGS. The Holders of a majority in aggregate principal amount of any series of Debt Securities of any or all series affected (voting as one class) at the time outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Holders of such Debt Securities by exercising any trust or power conferred on the Trustee; provided, however, that (i) such direction shall not be in conflict with any rule of law or with this Indenture, (ii) the Trustee may take any other act which is not inconsistent with such direction and (iii) the Trustee shall have the right to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed would be prejudicial to the Holders not joining in such direction or may not lawfully be followed by the Trustee in good faith by its board of directors or executive committee or a trust committee of trustees and/or responsible officers shall determine that the action or proceedings so directed would expose the Trustee to personal liability.

Prior to any declaration accelerating the maturity of the Debt Securities of any series of such series, a majority in aggregate principal amount of the Debt Securities of such series at the time outstanding shall, on behalf of the Holders of all of the Debt Securities of such series waive any past default or Event of Default hereunder and its consequences, except a default in the payment of principal of (premium, if any) and Additional Amounts, if any, on any Debt Securities of such series or in respect of a covenant hereof that may not be modified or amended without the consent of the Holders of each series of such series affected. Upon any such waiver the Corporation, the Trustee and the Holders of Debt Securities of such series shall be restored to their former positions and rights hereunder, and such waiver shall extend to any subsequent or other default or Event of Default or impairment of rights thereon. Whenever any default or Event of Default hereunder shall have been waived as permitted by Section 6.06, said default or Event of Default shall for all purposes of the Debt Securities of such series under this Indenture be deemed to have been cured and to be not continuing.

34

SECTION 6.07. NOTICE OF DEFAULTS. The Trustee shall, within ninety days after the occurrence

with respect to the Debt Securities of any series, give notice of all defaults with respect to t to the Trustee to all Holders of then outstanding Debt Securities of that series, by mailing suc Holders at their addresses as they shall appear on the Security Register, unless in each case su have been cured before the mailing or publication of such notice (the term "defaults" for the pu Section being hereby defined to be the events specified in Sections 6.01(a), (b), (c), (d) and (additional events specified in the terms of any series of Debt Securities pursuant to Section 2. periods of grace, if any, provided for therein, and irrespective of the giving of written notice Section 6.01 (c) or in the terms of any Debt Securities established pursuant to Section 2.01); a except in the case of default in the payment of the principal of (premium, if any), interest, if Additional Amounts, if any, on any of the Debt Securities of such series, the Trustee shall be p withholding such notice if and so long as the board of directors, the executive committee, or a of directors or responsible officers of the Trustee in good faith determines that the withholdin is in the interests of the Holders of the Debt Securities of such series.

SECTION 6.08. UNDERTAKING TO PAY COSTS. All parties to this Indenture agree, and each Holde Security by his, her or its acceptance thereof shall be deemed to have agreed, that any court ma discretion require, in any suit for the enforcement of any right or remedy under this Indenture, against the Trustee for any action taken or omitted by it as Trustee, the filing by any party li suit of an undertaking to pay the costs of such suit, and that such court may in its discretion costs, including reasonable attorneys' fees, against any party litigant in such suit, having due merits and good faith of the claims or defenses made by such party litigant; provided that, the this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by an of any series, or group of such Securityholders, holding in the aggregate more than ten percent principal amount of all Debt Securities (voting as one class) or to any suit instituted by any S for the enforcement of the payment of the principal of (or premium, if any), interest, if any, o Amounts, if any, on any Debt Security on or after the due date expressed in such Debt Security.

35

ARTICLE Seven

CONCERNING THE TRUSTEE

SECTION 7.01. DUTIES AND RESPONSIBILITIES OF TRUSTEE. The Trustee, prior to the occurrence Default of a particular series and after the curing of all Events of Default of such series that occurred, undertakes to perform such duties and only such duties as are specifically set forth i Indenture. In case an Event of Default with respect to a particular series has occurred (which cured) the Trustee shall exercise such of the rights and powers vested in it, by this Indenture, degree of care and skill in its exercise, as a prudent man would exercise or use under the circu conduct of his own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability negligent action, its own negligent failure to act, or its own willful misconduct, except that:

- (a) prior to the occurrence of an Event of Default with respect to a particular series and of all Events of Default with respect to such series that may have occurred:
 - (1) the duties and obligations of the Trustee with respect to such series shall be determin express provisions of this Indenture, and the Trustee shall not be liable except for the perform duties and obligations as are specifically set forth in this Indenture, and no implied covenants shall be read into this Indenture against the Trustee; and
 - (2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively re truth of the statements and the correctness of the opinions expressed therein, upon any certific furnished to the Trustee and conforming to the requirements of this Indenture; but in the case o certificates or opinions which by any provision hereof are specifically required to be furnished the Trustee shall be under a duty to examine the same to determine whether or not they conform t requirements of this Indenture;
- (b) the Trustee shall not be liable for any error of judgment made in good faith by a respo officers, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent
- (c) the Trustee shall not be liable with respect to any action taken or omitted to be taken

faith in accordance with the direction of the Holders of Debt Securities pursuant to Section 6.0 time, method and place, of conducting any proceeding for any remedy available to the Trustee, or trust or power conferred upon the Trustee, under this Indenture.

No provision of this Indenture shall be construed as requiring the Trustee to expend or funds or otherwise to incur any personal financial liability in the performance of any of its du or in the exercise of any of its rights or powers, if there shall be reasonable grounds for beli repayment of such funds or adequate indemnity against such risk or liability is not reasonably a

SECTION 7.02. RELIANCE ON DOCUMENTS, OPINIONS, ETC. Subject to the provisions of Section 7.

(a) the Trustee may rely, and shall be protected in acting or refraining from acting, upon certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debe Coupon or other paper or document believed by it to be genuine and to have been signed or presen party or parties;

(b) any request, direction, order or demand of the Corporation mentioned herein shall be su evidenced by an instrument signed in the name of the Corporation by the President and Chief Exec the Chief Financial Officer or any Vice President and by the Secretary or any Assistant Secretar evidence in respect thereof be herein specifically prescribed); and a Board Resolution may be ev Trustee by a copy thereof certified by the Secretary or any Assistant Secretary of the Corporati

(c) the Trustee may consult with counsel and any advice or Opinion of Counsel shall be full authorization and protection in respect of any action taken or suffered by it hereunder in good accordance with such advice or Opinion of Counsel;

(d) the Trustee shall be under no obligation to exercise any of the rights or powers vested Indenture at the request, order or direction of any of the Securityholders, pursuant to the prov Indenture, unless such Securityholders shall have offered to the Trustee reasonable security or the costs, expenses, and liabilities which might be incurred therein or thereby;

(e) the Trustee shall not be bound to make any investigation into the facts or matters stat resolution, certificate, statement, instrument, opinion, report, notice, request, direction, con bond, debenture, note, coupon or other paper or document, but the Trustee, in its discretion, ma further inquiry or investigation into such facts or matters as it may see fit, and, if the Trust determine to make such further inquiry or investigation, it shall be entitled to examine the rel records and premises of the Corporation, personally or by agent or attorney;

(f) the Trustee may execute any of the trusts or powers hereunder or perform any duties her directly or by or through agents or attorneys, provided, however, that the Trustee shall be resp misconduct or negligence on the part of any agent or attorney appointed by it hereunder; and

(g) the Trustee shall not be liable for any action taken by it in good faith and believed b authorized or within the discretion or rights or powers conferred upon it by this Indenture.

SECTION 7.03. NO RESPONSIBILITY FOR RECITALS, ETC. The recitals contained herein and in the other than the Trustee's certificate of authentication, shall be taken as the statements of the the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no rep to the validity or sufficiency of this Indenture or of the Debt Securities, provided that the Tr be relieved of its duty to authenticate Debt Securities only as authorized by this Indenture. T not be accountable for the use or application by the Corporation of Debt Securities or the proce

SECTION 7.04. OWNERSHIP OF DEBT SECURITIES OR COUPONS. The Trustee or any agent of the Corp Trustee, in its individual or any other capacity, may become the owner or pledgee of Debt Securi with the same rights it would have if it were not Trustee, or an agent of the Corporation or of

SECTION 7.05. MONIES TO BE HELD IN TRUST. Subject to the provisions of Sections 12.04 and 12.05, monies received by the Trustee or any paying agent shall, until used or applied as herein provided in trust for the purposes for which they were received but need not be segregated from other funds to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for any monies received by it hereunder except such as it may agree with the Corporation to pay thereon. In no Event of Default shall have occurred and be continuing, all interest allowed on any such monies from time to time upon the written order of the Corporation, signed by its President and Chief Executive Officer or its Chief Financial Officer or any Vice President.

SECTION 7.06. COMPENSATION AND EXPENSES OF TRUSTEE. The Corporation covenants and agrees to indemnify the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation, and, except as otherwise expressly provided, the Corporation will pay or reimburse the Trustee upon its request for reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with the provisions of this Indenture (including the reasonable compensation, expenses and disbursements and of all persons not regularly in its employ) except any such expense, disbursement or advance from its negligence or bad faith. If any property other than cash shall at any time be subject to a lien in favor of the Trustee, this Indenture, the Trustee, if and to the extent authorized by a receivership or bankruptcy court having jurisdiction or by the supplemental instrument subjecting such property to such lien, shall be

38

advances for the purpose of preserving such property or of discharging tax liens or other prior encumbrances hereon. The Corporation also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or reasonable expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, in addition to the reasonable costs and expenses of defending itself against any claim of liability in the premises. The Corporation's obligations under this Section to compensate the Trustee and to pay or reimburse the Trustee for reasonable expenses, disbursements and advances shall constitute additional indebtedness hereunder. Such additional indebtedness shall be secured by a lien prior to that of the Debt Securities upon all funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of the particular Debt Securities or Coupons.

SECTION 7.07. OFFICERS' CERTIFICATE AS EVIDENCE. Subject to the provisions of Section 7.01, the Corporation shall, in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable, cause to be proved or established prior to taking or suffering any action to be taken hereunder, such matter as may be required by evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Trustee, and such Certificate, in the absence of negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered or omitted by it under the provisions of this Indenture upon the faith thereof.

SECTION 7.08. CONFLICTING INTEREST OF TRUSTEE. The Trustee shall comply with Section 310(b) of the Trust Indenture Act of 1939.

SECTION 7.09. ELIGIBILITY OF TRUSTEE. There shall at all times be a trustee hereunder which is a corporation organized and doing business under the laws of the United States or of any State or Territory or of the District of Columbia, which (a) is authorized under such laws to exercise corporate trust powers, (b) is subject to supervision or examination by Federal, State, Territorial or District of Columbia authorities, and (c) shall have at all times a combined capital and surplus of not less than U.S. \$50 million. The Corporation publishes reports of condition at least annually, pursuant to law, or to the requirements of any aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation at any time shall be deemed to be its combined capital and surplus as shown in its most recent report of condition so published. In case at any time the Trustee shall cease to comply with the provisions of this Section, the Trustee shall resign immediately in the manner and effect specified in Section 7.10.

39

SECTION 7.10. RESIGNATION OR REMOVAL OF TRUSTEE.

(a) The Trustee, or any trustee or trustees hereafter appointed, may, upon sixty days written notice to the Corporation, at any time resign with respect to one or more or all series by giving written notice to the Corporation by mailing notice of such resignation to the Holders of then outstanding Debt each series affected at their addresses as they shall appear on the Security Register. Upon receipt of such notice of resignation the Corporation shall promptly appoint a successor trustee with respect to such series by written instrument, in duplicate, executed by order of the Board of Directors of the Corporation, a copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within thirty days after mailing of such notice of resignation to the Securityholders, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Securityholder who has been a Holder of a Debt Security or Debt Securities of the applicable series for at least six months may, on behalf of himself, herself or itself and all others similarly situated, petition any such court for the appointment of a successor trustee. Such court may thereupon, after such hearing as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 7.08 with respect to any series of Debt Securities upon written request therefor by the Corporation or by any Securityholder who has been a bona fide Holder of a Debt Security or Debt Securities of such series for at least six months, or

(ii) the Trustee shall cease to be eligible in accordance with the provision of Section 7.09 with respect to any series of Debt Securities and shall fail to resign after written request therefor by the Corporation or any such Securityholder, or

(iii) the Trustee shall become incapable of acting with respect to any series of Debt Securities, or the Trustee shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or a public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, the Corporation may remove the Trustee with respect to the applicable series of Debt Securities and appoint a successor trustee with respect to such series by written instrument, in duplicate, executed by order of the Board of Directors of the Corporation, a copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee. If no successor trustee to the provisions of Section 6.08, any Securityholder of such series who has been a bona fide Holder of a Debt Security or Debt Securities of the applicable series for at least six months may, on behalf of himself, herself or itself and all others similarly situated, petition any court of competent jurisdiction for the

Trustee and the appointment of a successor trustee with respect to such series. Such court may thereupon, after such hearing as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of a majority in aggregate principal amount of the Debt Securities of all series (or of any one class) at the time outstanding may at any time remove the Trustee with respect to Debt Securities of such series and appoint a successor trustee with respect to the Debt Securities of all series.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee provided in Section 7.11.

SECTION 7.11. ACCEPTANCE BY SUCCESSOR TRUSTEE. Any successor trustee appointed as provided in Section 7.10 shall execute, acknowledge and deliver to the Corporation and to its predecessor trustee an instrument of such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee with respect to any applicable series shall become effective and such successor trustee, without any further conveyance, shall become vested with all the rights, powers, duties and obligations with respect to such series of its predecessor hereunder, with like effect as if originally named as trustee herein; but, upon request of the Corporation or of the successor trustee, the trustee ceasing to act shall, upon payment of such amounts then due it pursuant to the provisions of Section 7.06, execute and deliver an instrument of such appointment to the successor trustee. Upon request of the Corporation or of the successor trustee, the Corporation shall execute any and all instruments in writing in order more certainly to vest in and confirm to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee with respect to such series of amounts then due it pursuant to the provisions of Section 7.06.

In case of the appointment hereunder of a successor trustee with respect to the Debt Securities or more (but not all) series, the Corporation, the predecessor Trustee and each successor trustee of the Debt Securities of any applicable series shall execute and deliver an indenture supplemental to the Debt Securities of any series which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the trusts and duties of the predecessor Trustee with respect to the Debt Securities of any series a predecessor Trustee is not retiring shall continue to be vested in the predecessor Trustee, and change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, it being understood that nothing in such supplemental indenture shall constitute such trustees co-trustees of the same trust and that each trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts administered by any other such trustee.

41

No successor trustee shall accept appointment as provided in this Section unless at the time of acceptance such successor trustee shall be qualified under the provisions of Section 7.08 and the provisions of Section 7.09.

Upon acceptance of appointment by a successor trustee as provided in this Section, the trustee shall give notice of the succession of such trustee hereunder to the Holders of Debt Securities of each class affected, by mailing such notice to such Holders at their addresses as they shall appear on the Register. If the Corporation fails to mail such notice in the prescribed manner within ten days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Corporation.

SECTION 7.12. SUCCESSOR BY MERGER, ETC. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger, conversion or reorganization in which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 7.08 and eligible under the provisions of Section 7.09, without the execution of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 7.13. LIMITATIONS ON RIGHTS OF TRUSTEE AS CREDITOR. The Trustee shall comply with the provisions of the Trust Indenture Act of 1939.

ARTICLE Eight

CONCERNING THE SECURITYHOLDERS

SECTION 8.01. ACTION BY SECURITYHOLDERS. Whenever in this Indenture it is provided that the specified percentage in aggregate principal amount of the Debt Securities of any or all series may take any action (including the making of any demand or request, the giving of any notice, consent or waiver of any other action), the fact that at the time of taking any such action the Holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments in tenor executed by Securityholders in person or by agent or proxy appointed in writing, or (b) by the Holders of Debt Securities voting in favor thereof at any meeting of Securityholders duly called in accordance with the provisions of Article Nine, or (c) by a combination of such instrument or instruments in such record of such a meeting of Securityholders.

42

In determining whether the Holders of a specified percentage in aggregate principal amount of the Debt Securities have taken any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the principal amount of any Original Issue Debt Security that may be counted in making such determination and that shall be deemed to be outstanding for purposes shall be equal to the amount of the principal thereof that could be declared to be due in the event of an Event of Default pursuant to the terms of such Original Issue Debt Security at the time that such action is evidence to the Trustee.

SECTION 8.02. PROOF OF EXECUTION BY SECURITYHOLDERS. Subject to the provisions of Sections 9.05, proof of the execution of any instrument by a Securityholder or its agent or proxy shall be

Security Register or by a certificate of the Security Registrar.

SECTION 8.03. WHO ARE DEEMED ABSOLUTE OWNERS. The Corporation, the Trustee, any paying agent and any Security Registrar may, subject to Section 2.04 hereof, treat the person in whose Security shall be registered upon the Security Register as the absolute owner of such Debt Security (not such Debt Security shall be overdue) for the purpose of receiving payment thereof or on account for all other purposes and neither the Corporation, the Trustee, any paying agent, any transfer agent or any Security Registrar shall be affected by any notice to the contrary.

SECTION 8.04. CORPORATION-OWNED DEBT SECURITIES DISREGARDED. In determining whether the Holders of the aggregate principal amount of Debt Securities have concurred in any direction, consent to this Indenture, Debt Securities that are owned by the Corporation or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporation, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except to the extent necessary for the purpose of determining whether the Trustee shall be protected in relying on any such direction, only Debt Securities that the Trustee knows are so owned shall be disregarded. Debt Securities that have been pledged in good faith may be regarded as outstanding for the purposes of this Section to the extent necessary to establish to the satisfaction of the Trustee the pledgee's right to vote such Debt Security if the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect control with the Corporation. In the case of a dispute as to such right, any decision by the Trustee in reliance on the advice of counsel shall be full protection to the Trustee.

SECTION 8.05. REVOCATION OF CONSENTS; FUTURE SECURITYHOLDERS BOUND. At any time prior to the taking of any action by the Holders of the percentage in aggregate principal amount of the Debt Securities specified in this Indenture in connection with such action, any Holder of a Debt Security the identifying number of which is included in the evidence to be included in the Debt Securities the Holders of which have consented to such action shall file written notice with the Trustee at its office and upon proof of holding as provided in Section 8.05 shall be deemed to have consented to such action so far as concerns such Debt Security. Except as aforesaid any such action taken by the Holders of the percentage in aggregate principal amount of the Debt Securities specified in this Indenture shall be conclusively binding upon the Corporation, the Trustee and the Holders of the Debt Securities of each series intended to be affected thereby.

Holder of any Debt Security shall be conclusive and binding upon such Holder and upon all future owners of such Debt Security and of any Debt Security issued in exchange or substitution thereof, whether or not any notation in regard thereto is made upon such Debt Security. Any action taken by the Holders of the percentage in aggregate principal amount of the Debt Securities specified in this Indenture with such action shall be conclusively binding upon the Corporation, the Trustee and the Holders of the Debt Securities of each series intended to be affected thereby.

ARTICLE Nine

SECURITYHOLDERS' MEETINGS

SECTION 9.01. PURPOSES OF MEETINGS. A meeting of Securityholders of any or all series may be held at any time and from time to time pursuant to the provisions of this Article for any of the following purposes:

- (1) to give any notice to the Corporation or to the Trustee, or to give any directions to the Trustee to waive any default hereunder and its consequences, or to take any other action authorized to be taken by the Securityholders pursuant to any of the provisions of Article Six;
- (2) to remove the Trustee and appoint a successor trustee pursuant to the provisions of Article Six;
- (3) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 10.02; or
- (4) to take any other action authorized to be taken by or on behalf of the Holders of any series of the aggregate principal amount of the Debt Securities of any or all series, as the case may be, under the provisions of this Indenture or under applicable law.

SECTION 9.02. CALL OF MEETINGS BY TRUSTEE. The Trustee may at any time call a meeting of the Holders of the Debt Securities of any or all series to take any action specified in Section 9.01, to be held at such place in the Borough of Manhattan, The City of New York, as the Trustee shall determine. Notice of the meeting of the Holders of Debt Securities of any or all series, setting forth the time and place of such meeting and the general terms of the action proposed to be taken at such meeting, shall be given to all Holders of the Debt Securities of each series that may be affected by the action proposed to be taken at such meeting.

mailing such notice to such Holders at their addresses as they shall appear on the Security Register than twenty nor more than one hundred eighty days prior to the date fixed for the meeting. Failure of Holders to receive such notice, or any defect therein, shall in no case affect the validity of action taken at such meeting. Any meeting of Holders of Debt Securities of all or any series shall be

notice if the Holders of all such Debt Securities outstanding, the Corporation and the Trustee or a person or by proxy or shall have waived notice thereof before or after the meeting. The Trustee shall, in advance, a date as the record date for determining the Holders entitled to notice of or to vote at such meeting at not less than twenty or more than one hundred eighty days prior to the date fixed for

SECTION 9.03. CALL OF MEETINGS BY CORPORATION OR SECURITYHOLDERS. In case at any time the Corporation shall, pursuant to a Board Resolution, or the Holders of at least ten percent in aggregate principal amount of any or all series, as the case may be, then outstanding, shall have requested the calling of a meeting of Securityholders of any or all series to take any action authorized in Section 9.01, by filing a resolution setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall, by mail or published, as provided in Section 9.02, the notice of such meeting within thirty days of the date of such request, then the Corporation or the Holders of such Debt Securities in the amount above specified shall determine the time and the place in said Borough of Manhattan, The City of New York, by mailing the notice as provided in Section 9.02.

SECTION 9.04. QUALIFICATION FOR VOTING. To be entitled to vote at any meeting of Securityholders, a Holder shall be a Holder of one or more Debt Securities of a series with respect to which a meeting is being called, or a person appointed by instrument in writing as proxy by such a Holder. The only persons who shall be present or to speak at any meeting of the Securityholders shall be the persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representatives of the Corporation and its counsel.

SECTION 9.05. REGULATIONS. Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Securityholders, in regard to the calling, holding of Debt Securities and of the appointment of proxies, and in regard to the appointment of inspectors of votes, the submission and examination of proxies, certificates and other evidence of ownership, vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting. If a meeting shall have been called by the Corporation or by Securityholders as provided in Section 9.03, in any case the Corporation or the Securityholder calling the meeting, as the case may be, shall in like manner

a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by the Holders of a majority in principal amount of the Debt Securities represented at the meeting. The election shall be by vote.

Subject to the provisions of Sections 8.01 and 8.04, at any meeting each Securityholder shall be entitled to one vote for each U.S. \$1,000 principal amount of Debt Securities held or represented by it; provided, however, that no vote shall be cast or counted at any meeting in respect of any Debt Security which is challenged as not outstanding and ruled by the chairman of the meeting not to be outstanding. The Trustee shall have no right to vote except as a Securityholder or proxy. Any meeting of Securityholders called pursuant to the provisions of Section 9.02 or 9.03 may be adjourned from time to time, and may be held as so adjourned without further notice.

SECTION 9.06. VOTING. The vote upon any resolution submitted to any meeting of Securityholders shall be by written ballot on which shall be subscribed the signatures of the Securityholders or proxies and to which shall be inscribed the identifying number or numbers or to which shall be attached a list of identifying numbers of the Debt Securities held or represented by them. The permanent chairman of the meeting shall appoint inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall, with the secretary of the meeting their verified reports in duplicate of all votes cast at the meeting. The original in duplicate of the proceedings of each meeting of Securityholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes.

ballot taken thereat and affidavit by one or more persons having knowledge of the facts setting the notice of the meeting and showing that said notice was mailed as provided in Section 9.02 or The record shall be signed and verified by the permanent chairman and secretary of the meeting a duplicates shall be delivered to the Corporation and the other to the Trustee to be preserved by latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein s

ARTICLE Ten

SUPPLEMENTAL INDENTURES

SECTION 10.01. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF SECURITYHOLDERS. The Corporation, by Board Resolution, and the Trustee may from time to time and at any time enter into an indentu

46

supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939) f the following purposes:

(a) to evidence the succession of another entity to the Corporation, or successive successi assumption by any successor entity of the covenants, agreements and obligations of the Corporati Article Eleven hereof;

(b) to add to the covenants of the Corporation such further covenants, restrictions, condit provisions as its Board of Directors and the Trustee shall consider to be for the protection of Debt Securities of any or all series, or the Coupons appertaining to such Debt Securities, and t occurrence, or the occurrence and continuance, of a default in any of such additional covenants, conditions or provisions a default or an Event of Default with respect to any or all series perm enforcement of all or any of the several remedies provided in this Indenture as herein set forth period of grace, if any, and subject to such conditions as such supplemental indenture may provi

(c) to add or change any of the provisions of this Indenture to such extent as shall be nec or facilitate the issuance of Debt Securities of any series in bearer form, registrable or not r principal, and with or without interest Coupons, and to provide for exchangeability of such Debt Debt Securities issued hereunder in fully registered form and to make all appropriate changes fo and to add or change any of the provisions of this Indenture to such extent as shall be necessar facilitate the issuance of uncertificated Debt Securities of any series;

(d) to cure any ambiguity or to correct or supplement any provision contained herein or in indenture that may be defective or inconsistent with any other provision contained herein or in indenture; or to make such other provisions in regard to matters or questions arising under this shall not adversely affect the interests of the Holders of any series of Debt Securities or any appertaining to such Debt Securities;

(e) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee;

(f) to evidence and provide for the acceptance and appointment hereunder by a successor tru to the Debt Securities of one or more series and to add or change provisions of this Indenture a necessary to provide for or facilitate the administration of the trusts hereunder by more than o pursuant to Section 7.11;

(g) to establish the form or terms of Debt Securities of any series as permitted by Section and

47

(h) to change or eliminate any provision of this Indenture, provided that any such change o shall become effective only when there is no Debt Security outstanding of any series created pri execution of such supplemental indenture that is entitled to the benefit of such provision or (i apply to any Debt Security outstanding.

The Trustee is hereby authorized to join with the Corporation in the execution of any s indenture, to make any further appropriate agreements and stipulations that may be therein conta accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but not be obligated to enter into any such supplemental indenture that adversely affects the Trustee duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed Corporation and the Trustee without the consent of the Holders of any of the Debt Securities at outstanding, notwithstanding any of the provisions of Section 10.02.

SECTION 10.02. SUPPLEMENTAL INDENTURES WITH CONSENT OF SECURITYHOLDERS. With the consent (ev provided in Section 8.01) of the Holders of not less than a majority in the aggregate principal Debt Securities of all series at the time outstanding affected by such supplemental indenture (v class), the Corporation, when authorized by a Board Resolution, and the Trustee may from time to time enter into an indenture or indentures supplemental hereto for the purpose of adding any pro changing in any manner or eliminating any of the provisions of this Indenture or of any supleme or modifying in any manner the rights of the Holders of the Debt Securities of each such series appertaining to such Debt Securities; provided, however, that no such supplemental indenture sha fixed maturity of any Debt Securities, or reduce the principal amount thereof (or premium, if a rate or extend the time of payment of any interest or Additional Amounts thereon or reduce the a payable upon acceleration of the maturity thereof or the amount provable in bankruptcy, or make (premium, if any) or interest, if any, or Additional Amounts, if any, on any Debt Security payab currency other than that provided in such Debt Security, (ii) impair the right to institute suit enforcement of any such payment on or after the Stated Maturity (or, in the case of redemption, Redemption Date) or (iii) reduce the aforesaid percentage of Debt Securities, the consent of the is required for any such supplemental indenture, or the percentage required for the consent of t pursuant to Section 6.01 to waive defaults, without the consent of the Holder of each Debt Secur

48

Upon the request of the Corporation, accompanied by a copy of a Board Resolution certifi Secretary or an Assistant Secretary of the Corporation authorizing the execution of any such sup indenture, and upon the filing with the Trustee of evidence of the consent of Securityholders as Trustee shall join with the Corporation in the execution of such supplemental indenture unless s indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwi the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental i

It shall not be necessary for the consent of the Securityholders under this Section to particular form of any proposed supplemental indenture, but it shall be sufficient if such conse the substance thereof.

Promptly after the execution and delivery by the Corporation and the Trustee of any sup indenture pursuant to the provisions of this Section, the Trustee shall give notice of such supp indenture to the Holders of then outstanding Debt Securities of each series affected thereby, by thereof by first class mail to such Holders at their addresses as they shall appear on the Secur such notice shall set forth in general terms the substance of such supplemental indenture. Any Corporation to mail or publish such notice, or any defect therein, shall not, however, in any wa affect the validity of any such supplemental indenture.

SECTION 10.03. COMPLIANCE WITH TRUST INDENTURE ACT; EFFECT OF SUPPLEMENTAL INDENTURES. Any s indenture executed pursuant to the provisions of this Article Ten shall comply with the Trust In 1939. Upon the execution of any supplemental indenture pursuant to the provisions of this Artic Indenture shall be and be deemed to be modified and amended in accordance therewith and the resp limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, t and the Holders of Debt Securities shall thereafter be determined, exercised and enforced hereun all respects to such modifications and amendments, and all the terms and conditions of any such indenture shall be and be deemed to be part of the terms and conditions of this Indenture for an purposes.

The Trustee, subject to the provisions of Sections 7.01 and 7.02, shall be provided an Certificate and an Opinion of Counsel as conclusive evidence that any such supplemental indentur the provisions of this Article Ten.

SECTION 10.04. NOTATION ON DEBT SECURITIES. Debt Securities of any series authenticated and

the execution of any supplemental indenture pursuant to the provisions of this Article Ten may be in form approved by the Trustee as to any matter provided for in such supplemental indenture. New series of any series so modified as to conform, in the opinion of the Trustee and the Board of Directors of the Corporation, to any modification of this Indenture contained in any such supplemental indenture by the Corporation, authenticated by the Trustee and delivered, without charge to the Securityholders, for the Debt Securities of such series then outstanding.

ARTICLE Eleven

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

SECTION 11.01. CORPORATION MAY CONSOLIDATE, ETC., ON CERTAIN TERMS. The Corporation covenants not to merge or consolidate with any other entity or sell or convey all or substantially all of its assets, person or entity, unless (i) either the Corporation shall be the continuing corporation, or the successor entity (if other than the Corporation) shall be an entity organized and existing under the laws of the United States or any State thereof and such successor entity shall expressly assume, by a supplemental indenture satisfactory to the Trustee and executed and delivered to the Trustee by such successor entity, the punctual payment of the principal of (and premium, if any), interest, if any, and Additional Amounts on all the Debt Securities and any Coupons, according to their tenor, and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed or satisfied by the Corporation, (ii) immediately after giving effect to such merger or consolidation, or such sale or conveyance, no Event of Default, and no event that, after notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing and (iii) the Corporation shall have delivered to the Trustee a Certificate and an Opinion of Counsel, each stating, that such consolidation, merger, sale or conveyance, and any such assumption by the successor entity, complies with the provisions of Article Eleven.

SECTION 11.02. SUCCESSOR CORPORATION SUBSTITUTED. In case of any such consolidation, merger, sale or conveyance and upon any such assumption by the successor entity, such successor entity shall be substituted for the Corporation, with the same effect as if it had been named herein as the part of the Corporation. Such successor entity thereupon may cause to be signed, and may issue in its own name, any Debt Securities, and any Coupons appertaining thereto, issuable hereunder which theretofore were signed by the Corporation and delivered to the Trustee; and, upon the order of such successor entity, the Corporation, and subject to all the terms, conditions and limitations prescribed in this Indenture, the Trustee shall authenticate and shall deliver any Debt Securities or Coupons which previously were signed and delivered by the officers of the Corporation to the Trustee for authentication, and any Debt Securities or Coupons that such successor entity thereafter shall cause to be signed and delivered for that purpose. All of the Debt Securities, and any Coupons appertaining thereto, so issued or thereafter issued in accordance with the terms of this Indenture as though all of such Debt Securities or Coupons appertaining thereto, had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale or conveyance, such changes in phraseology (but not in substance) may be made in the Debt Securities and Coupons thereafter to be issued as may be necessary.

SECTION 11.03. CERTIFICATE TO TRUSTEE. On or before April 1, 2004, and on or before April 1, 2005, and thereafter, the Corporation will deliver to the Trustee an Officers' Certificate signed by the Chief Executive Officer, principal financial officer or principal accounting officer, as to the Corporation's compliance with all conditions and covenants under this Indenture to be determined without regard to any period of grace or requirement of notice provided under this Indenture as required by Section 314(a)(4) of the Trust Indenture Act of 1939.

ARTICLE Twelve

SATISFACTION AND DISCHARGE OF INDENTURE;
UNCLAIMED MONIES

SECTION 12.01. DISCHARGE OF INDENTURE. If at any time (i) the Corporation shall have delivered for cancellation all Debt Securities of any series theretofore authenticated (other than any Deb such series and Coupons pertaining thereto that shall have been destroyed, lost or stolen and th been replaced or paid as provided in Section 2.07) or (ii) all Debt Securities of any series and appertaining to such Debt Securities not theretofore delivered to the Trustee for cancellation s due and payable, or are by their terms to become due and payable within one year or are to be ca redemption within one year under arrangements satisfactory to the Trustee for the giving of noti and the Corporation shall deposit or cause to be deposited with the Trustee as trust funds the e (other than monies repaid by the Trustee or any paying agent to the Corporation in accordance wi or 12.05) sufficient to pay at maturity or upon redemption or repayment all Debt Securities of s all Coupons appertaining to such Debt Securities not theretofore delivered to the Trustee for ca than any Debt Securities of such series and Coupons pertaining thereto that shall have been dest stolen and that shall have been replaced or paid as provided in Section 2.07), including princip if any), interest, if any, and Additional Amounts, if any, due or to become due to such date of Redemption Date or Repayment Date, as the case may be, and if in either case the Corporation sha cause to be paid all other sums payable hereunder by the Corporation with respect to such series Indenture shall cease to be of further effect with respect to the Debt Securities of such series appertaining to such Debt Securities, and the Trustee, on demand of and at the cost and expense Corporation and subject to Section 14.04, shall execute proper instruments acknowledging satisfi discharging this Indenture with respect to the Debt Securities of such series and all Coupons ap

51

such Debt Securities. The Corporation agrees to reimburse the Trustee for any costs or expenses reasonably and properly incurred by the Trustee in connection with this Indenture or the Debt Se series or any Coupons appertaining to such Debt Securities.

SECTION 12.02. SATISFACTION, DISCHARGE AND DEFEASANCE OF DEBT SECURITIES OF ANY SERIES. If p Section 2.01 provision is made for the defeasance of Debt Securities of a series, then the provi Section 12.02 shall be applicable except as otherwise specified as contemplated by Section 2.01 Securities of such series. At the Corporation's option, either (a) the Corporation shall be dee and discharged the entire indebtedness on all the outstanding Debt Securities of any such series at the expense of the Corporation, shall execute proper instruments acknowledging satisfaction a such indebtedness or (b) the Corporation shall cease to be under any obligation to comply with a provision, condition or covenant specified as contemplated by Section 2.01, when

(a) either

(1) with respect to all outstanding Debt Securities of such series,

(i) the Corporation has deposited or caused to be deposited with the Trustee as trust funds purpose an amount (in such currency in which such outstanding Debt Securities and any related Co specified as payable at Stated Maturity) sufficient to pay and discharge the entire indebtedness outstanding Debt Securities of such series for principal (and premium, if any), interest, if any Amounts, if any, to the Stated Maturity or any Redemption Date as contemplated by the last parag Section 12.02, as the case may be; or

(ii) the Corporation has deposited or caused to be deposited with the Trustee as obligations purpose such amount of direct noncallable obligations of, or noncallable obligations the payment and interest on which is fully guaranteed by, the United States of America, or to the payment of obligations or guarantees the full faith and credit of the United States of America is pledged, principal and interest in such amounts and at such times as will, together with the income to ac without reinvesting any proceeds thereof), be sufficient to pay and discharge the entire indebte outstanding Debt Securities of such series for principal (and premium, if any), interest, if any Amounts , if any, to the Stated Maturity or any Redemption Date as contemplated by the last para Section 12.02, as the case may be; or

52

(2) the Corporation has properly fulfilled such other terms and conditions of the satisfact as is specified, as contemplated by Section 2.01, as applicable to the Debt Securities of such s

(b) the Corporation has paid or caused to be paid all other sums payable with respect to the Debt Securities of such series, and

(c) The Corporation has delivered to the Trustee an Opinion of Counsel stating that (i) the received from, or there has been published by, the Internal Revenue Service a ruling or (ii) since execution of this Indenture, there has been a change in the applicable Federal income tax law, in the effect that, and based thereon such opinion shall confirm that, the holders of the outstanding Securities and any related Coupons will not recognize income, gain or loss for Federal income tax as a result of such deposit, defeasance and discharge and will be subject to Federal income tax on the same and in the same manner and at the same times, as would have been the case if such deposit, defeasance and discharge had not occurred, and

(d) the Corporation has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent herein provided for relating to the satisfaction and discharge of the entire indebtedness on all outstanding Debt Securities of any such series have been complied with

Any deposits with the Trustee referred to in Section 12.02(1)(A) above shall be irrevocably made under the terms of an escrow trust agreement in form and substance satisfactory to the Trustee. The outstanding Debt Securities of such series are to be redeemed prior to their Stated Maturity, whether or not an optional redemption provision or in accordance with any mandatory sinking fund requirement or applicable escrow trust agreement shall provide therefor and the Corporation shall make such arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Corporation.

SECTION 12.03. DEPOSITED MONIES TO BE HELD IN TRUST BY TRUSTEE. All monies deposited with the Trustee pursuant to Section 12.01 or 12.02 shall be held in trust and applied by it to the payment, either directly or through any paying agent (including the Corporation acting as its own paying agent), to the Holders of the particular Debt Securities and of any Coupons appertaining to such Debt Securities for the payment of which such monies have been deposited with the Trustee, of all sums due and to become due the principal (and premium, if any), interest, if any, and Additional Amounts, if any.

SECTION 12.04. PAYING AGENT TO REPAY MONIES HELD. In connection with the satisfaction and discharge of the Indenture with respect to Debt Securities of any series, all monies with respect to such Debt Securities held by any paying agent under the provisions of this Indenture shall, upon demand of the Corporation,

53

to it or paid to the Trustee and thereupon such paying agent shall be released from any further liability with respect to such monies.

SECTION 12.05. RETURN OF UNCLAIMED MONIES. Any monies deposited with or paid to the Trustee or any paying agent for the payment of the principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on any Debt Security and not applied but remaining unclaimed for two years after the date such monies were payable, shall, unless otherwise required by mandatory provisions of applicable escheat or abandoned property law, be repaid to the Corporation by the Trustee or such paying agent on demand, and the Trustee or such paying agent on any Debt Security or any Coupon appertaining to such Debt Security shall, unless otherwise required by provisions of applicable escheat or abandoned or unclaimed property law, thereafter look only to the Corporation for any payment that such Holder may be entitled to collect and all liability of the Trustee or any paying agent with respect to such monies shall thereupon cease.

ARTICLE Thirteen

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 13.01. INDENTURE AND DEBT SECURITIES SOLELY CORPORATE OBLIGATIONS. No recourse under the Indenture, covenant or agreement contained in this Indenture or any indenture supplemental hereto shall be had against the Corporation or any incorporator, stockholder, officer or director, or other applicable principal, of the Corporation or of any successor entity, either directly or through the Corporation or any successor entity, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or equitable proceeding or otherwise, all such liability being expressly waived and released by the Corporation in connection with the issue of the Debt Securities by the Holders thereof and as part of the consideration for the issue of the

and Coupons.

ARTICLE Fourteen

MISCELLANEOUS PROVISIONS

SECTION 14.01. BENEFITS OF INDENTURE RESTRICTED TO PARTIES AND SECURITYHOLDERS. Nothing in t in the Debt Securities or Coupons, expressed or implied, shall give or be construed to give to a than the parties hereto and their successors and the Holders of the Debt Securities or Coupons,

54

equitable right, remedy or claim under this Indenture or under any covenant or provision herein such covenants and provisions being for the sole benefit of the parties hereto and their success Holders of the Debt Securities or Coupons.

SECTION 14.02. PROVISIONS BINDING ON CORPORATION'S SUCCESSORS. All the covenants, stipulatio agreements contained in this Indenture by or on behalf of the Corporation shall bind its success whether so expressed or not.

SECTION 14.03. ADDRESSES FOR NOTICES, ETC. Any notice or demand that by any provision of thi required or permitted to be given or served by the Trustee or by the Holders of Debt Securities Corporation may be given or served by being deposited postage prepaid first class mail in a post box addressed (until another address is filed by the Corporation with the Trustee), as follows: 401 Elliot Avenue West, Suite 500, Seattle, WA 98119, Attention Joann Reiter, Vice President and Counsel. Any notice, direction, request or demand by any Securityholder to or upon the Trustee to have been sufficiently given or made, for all purposes, if given or made in writing at its Co Office, which is, at the date of this Indenture, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101 Sherrie Pantle..

SECTION 14.04. EVIDENCE OF COMPLIANCE WITH CONDITIONS PRECEDENT. Upon any application or dem Corporation to the Trustee to take any action under any of the provisions of this Indenture, the shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent prov Indenture relating to the proposed action have been complied with and an Opinion of Counsel stat opinion of such counsel all such conditions precedent have been complied with, except that in th such application or demand as to which the furnishing of such documents is specifically required of this Indenture relating to such particular application or demand, no additional certificate o furnished.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee compliance with a condition or covenant provided for in this Indenture shall include (1) a state person making such certificate or opinion has read such covenant or condition, (2) a brief state nature and scope of the examination or investigation upon which the statements or opinions conta certificate or opinion are based, (3) a statement that, in the opinion of such person, he or she examination or investigation as is necessary to enable him or her to express an informed opinion not such covenant or condition has been complied with and (4) a statement as to whether or not, such person, such condition or covenant has been complied with.

55

SECTION 14.05. LEGAL HOLIDAYS. In any case where the Interest Payment Date, Stated Maturity Redemption Date of any Debt Securities shall not be a Business Day in a city where payment there then payment of any interest, premium or Additional Amounts on, or principal of, such Debt Secur of Debt Securities need not be made on such date in such city but may be made on the next succee with the same force and effect as if made on the date of maturity or the date fixed for redemptpi and no interest shall accrue for the period after such date.

SECTION 14.06. TRUST INDENTURE ACT TO CONTROL. If and to the extent that any provision of th

limits, qualifies or conflicts with another provision included in this Indenture by operation of 317, inclusive, of the Trust Indenture Act of 1939 (an "incorporated provision"), such incorporation shall control.

SECTION 14.07. EXECUTION IN COUNTERPARTS. This Indenture may be executed in any number of copies of which shall be an original; but such counterparts shall together constitute one and the same

SECTION 14.08. NEW YORK CONTRACT. This Indenture and each Debt Security shall be deemed to be made under the laws of the State of New York, and for all purposes shall be governed by and construed with the laws of said State, regardless of the laws that might otherwise govern under applicable principles of conflicts of law and except as may otherwise be required by mandatory provisions or claims or proceedings in respect of this Indenture shall be heard in a federal or state court located in the State of New York.

SECTION 14.09. SEVERABILITY OF PROVISIONS. Any prohibition, invalidity or unenforceability of this Indenture in any jurisdiction shall not invalidate or render unenforceable the remaining provisions hereof in such jurisdiction and shall not invalidate or render unenforceable such provisions in any other jurisdiction.

SECTION 14.10. CORPORATION RELEASED FROM INDENTURE REQUIREMENTS UNDER CERTAIN CIRCUMSTANCES. If the Corporation shall be required to do or not to do any thing so long as any of the Debt Securities of any series shall be Outstanding, the Corporation shall, notwithstanding any such provision, not be required to comply with such provisions if it shall be entitled to have this Indenture satisfied and discharged in accordance with the provisions hereof, even though in either case the Holders of any of the Debt Securities of such series have failed to present and surrender them for payment pursuant to the terms of this Indenture.

ARTICLE Fifteen

SINKING FUNDS

SECTION 15.01. APPLICABILITY OF ARTICLE. The provisions of this Article shall be applicable to the fund for the retirement of Debt Securities of a series except as otherwise specified as contemplated in Section 2.01 for Debt Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Debt Securities of any series is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such amount provided for by the terms of Debt Securities of any series is herein referred to as an "optional sinking fund payment." If provided for by the terms of Debt Securities of any series, the amount of any such optional payment may be subject to reduction as provided in Section 15.02. Each sinking fund payment shall be applied to the redemption of Debt Securities of any series as provided for by the terms of Debt Securities of such series.

SECTION 15.02. SATISFACTION OF SINKING FUND PAYMENTS WITH DEBT SECURITIES. The Corporation (including its subsidiaries) shall satisfy its obligations to pay sinking fund payments on Outstanding Debt Securities of a series (other than any previously called for redemption), and on credit Debt Securities of a series which have been redeemed either at the election of the Corporation or at the election of the Holders of such Debt Securities or through the application of permitted optional sinking fund payments, in each case in satisfaction of all or any part of any sinking fund payment required with respect to the Debt Securities of such series required to be made pursuant to the terms of such Debt Securities as provided for by the terms of such series; provided that such Debt Securities have not previously so credited. Such Debt Securities shall be received and credited for such purpose by the Redemption Price specified in such Debt Securities for redemption through operation of the terms of such Debt Securities. If as a result of the delivery of such sinking fund payment shall be reduced accordingly. If as a result of the delivery of Debt Securities in lieu of cash payments pursuant to this Section 15.02, the principal amount of such Debt Securities to be redeemed in order to exhaust the aforesaid cash payment shall be less than \$100,000, the Corporation shall need not call Debt Securities for redemption, except upon Corporation Order, and such cash payment shall be applied to the next succeeding sinking fund payment, provided that the Trustee or such Paying Agent shall at the request of the Corporation from time to time pay or deliver to the Corporation any cash payment so being held by the Trustee or such Paying Agent upon delivery of such Debt Securities to the Corporation to the Trustee of Debt Securities purchased by the Corporation having an unpaid principal amount equal to the cash payment requested to be released to the Corporation.

SECTION 15.03. REDEMPTION OF DEBT SECURITIES FOR SINKING FUND. Not less than 60 days prior to fund payment date for any series of Debt Securities (unless a shorter period shall be satisfactory

Trustee), the Corporation will deliver to the Trustee an Officers' Certificate specifying the amount of the ensuing sinking fund payment for that series pursuant to the terms of that series, the portion thereof which is to be satisfied by payment of cash, the portion thereof, if any, which is to be satisfied by the redemption of Debt Securities of that series pursuant to Section 15.02 and the basis for any such credit and, concurrently with the delivery of such Officers' Certificate, will also deliver to the Trustee a list of Debt Securities to be so credited and not theretofore delivered to the Trustee. Not less than 30 days prior to each sinking fund payment date (unless a shorter period shall be satisfactory to the Trustee) before each such sinking fund payment date the Corporation shall select the Debt Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 15.03 and cause notice of the redemption thereof to be given in the name of and at the direction of the Corporation in the manner provided in Section 3.02. Such notice having been duly given, the redemption of the Debt Securities shall be made upon the terms and in the manner stated in Sections 3.03 and 3.04.

ARTICLE Sixteen

REPAYMENT AT THE OPTION OF HOLDERS

SECTION 16.01. APPLICABILITY OF ARTICLE. Debt Securities of any series that are repayable at the option of the Holders thereof before their Stated Maturity shall be repaid in accordance with their terms (unless otherwise specified pursuant to Section 2.01 for Debt Securities of such series) in accordance with the terms of this Article.

SECTION 16.02. REPAYMENT OF DEBT SECURITIES. Each Debt Security that is subject to repayment at the option of the Holder thereof on a Repayment Date shall be repaid at the applicable Repayment Date together with interest accrued to such Repayment Date as specified pursuant to Section 2.01.

SECTION 16.03. EXERCISE OF OPTION; NOTICE. Each Holder desiring to exercise such Holder's option of repayment shall, as conditions to such repayment, surrender the Debt Security to be repaid in whole or in part together with written notice of the exercise of such option at any office or agency of the Corporation of Payment, not less than 30 nor more than 45 days prior to the Repayment Date. Such notice, which shall be irrevocable, shall specify the principal amount of such Debt Security to be repaid, which shall not be less than the minimum authorized denomination for such Debt Security or an integral multiple thereof, and shall specify the Debt Security to be repaid and, in the case of a partial repayment of the Debt Security, shall specify the denomination or denominations of the Debt Security or Debt Securities of the same series to be repaid and the Holder for the portion of the principal of the Debt Security surrendered which is not to be repaid.

The Corporation shall execute and the Trustee shall authenticate and deliver without charge to the Holder of any Debt Security so surrendered a new Debt Security of the same series, of any authorized denomination specified in the foregoing notice, in an aggregate principal amount equal to any portion of the principal of the Debt Security so surrendered which is not to be repaid.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the repayment of Debt Securities shall relate, in the case of any Debt Security repaid or to be repaid at the option of the Holders thereof, to the portion of the principal of such Debt Security which has been or is to be repaid.

SECTION 16.04. ELECTION OF REPAYMENT BY REMARKETING ENTITIES. The Corporation may elect, with respect to Debt Securities of any series which are repayable at the option of the Holders thereof before their Stated Maturity, at any time prior to any Repayment Date to designate one or more Remarketing Entities to purchase from the Holders thereof an amount equal to the Repayment Price, Debt Securities of such series from the Holders thereof who give notice of their intention to surrender their Debt Securities in accordance with Section 16.03.

SECTION 16.05. DEBT SECURITIES PAYABLE ON THE REPAYMENT DATE. Notice of exercise of the option of repayment having been given and the Debt Securities so to be repaid having been surrendered as aforesaid, the Debt Securities shall, unless purchased in accordance with Section 16.04, on the Repayment Date become payable at the price therein specified and from and after the Repayment Date such Debt Securities shall

interest and shall be paid on the Repayment Date, unless the Corporation shall default in the price, in which case the Corporation shall continue to be obligated for the principal amount of Securities and shall be obligated to pay interest on such principal amount at the rate borne by Securities from time to time until payment in full of such principal amount.

ARTICLE Seventeen

INTENTIONALLY OMITTED

ARTICLE Eighteen

CONVERSION OF CONVERTIBLE SECURITIES

SECTION 18.01. APPLICABILITY OF ARTICLE. If an Officers' Certificate or supplemental indenture Section 2.01 provides that the Debt Securities of a series shall be Convertible Securities, Debt such series shall be convertible in accordance with their terms and (except as otherwise specified in Officers' Certificate or supplemental indenture) in accordance with this Article. In case by re

59

operation of this Article Eighteen, the Convertible Securities shall be convertible into any other securities or property of the Corporation or any other corporation, any reference in this conversion of Convertible Securities pursuant to this Article Eighteen shall be deemed to refer to conversion of Convertible Securities into such other shares or other securities or property.

SECTION 18.02. RIGHT TO CONVERT. Subject to and upon compliance with the provisions of this Article, the Holder of any Convertible Security shall have the right, at such Holder's option, at any time prior to the close of business on the date set forth in the Officers' Certificate delivered pursuant to Section 2.01, if such Convertible Security is called for redemption or submitted for repayment, then in respect of such Convertible Security to and including but not after the close of business on the second Business Day following the Redemption or Repayment Date, as the case may be, unless the Corporation shall default in the price, to convert the principal amount of any such Convertible Security, or, in the case of any Convertible Security with a denomination greater than \$1,000, any portion of such principal which is \$1,000 or an integral multiple thereof, into that number of fully paid and nonassessable shares of Common Stock (as such shares shall then be constituted) obtained by dividing the principal amount of the Convertible Security or portion thereof to be converted by the Conversion Price, by surrender of the Convertible Security so to be converted in part in the manner provided in Section 18.03. Such conversion shall be effected by the Corporation.

SECTION 18.03. EXERCISE OF CONVERSION PRIVILEGE; DELIVERY OF COMMON STOCK ON CONVERSION; NO INTEREST OR DIVIDENDS. In order to exercise the conversion privilege, the Holder of any Convertible Security to be converted in whole or in part shall surrender such Convertible Security at an office or agency of the Corporation pursuant to Section 4.02, accompanied by the funds, if any, required by the last paragraph of this Section, together with written notice of conversion in the form provided on the Convertible Security. The Holder elects to convert such Convertible Security or the portion thereof specified in said notice shall also state the name or names (with address) in which the certificate or certificates of Common Stock which shall be deliverable on such conversion shall be registered, and shall be accompanied by the transfer taxes, if required pursuant to Section 18.08. Each Convertible Security surrendered for conversion shall, unless the shares deliverable on conversion are to be registered in the same name as the name of the Holder of such Convertible Security, be duly endorsed by, or accompanied by instruments of transfer in the form provided to the Corporation duly executed by, the Holder or such Holder's duly authorized attorney.

As promptly as practicable after the surrender of such Convertible Security and the receipt of the notice and funds, if any, as aforesaid, the Corporation shall deliver at such office or agency to the Holder on such Holder's written order, a certificate or certificates for the number of full shares deliverable on conversion of such Convertible Security or portion thereof in accordance with the provisions of this Article, or a check or cash in respect of any fractional interest in respect of a share of Common Stock arising

60

conversion as provided in Section 18.04. In case any Convertible Security of a denomination gre shall be surrendered for partial conversion and subject to Section 2.04, the Corporation shall e Trustee shall authenticate and deliver to or upon the written order of the Holder of the Convert surrendered, without charge to such Holder, a new Convertible Security or Convertible Securities denominations in an aggregate principal amount equal to the unconverted portion of the surrender Security.

Each conversion shall be deemed to have been effected on the date on which such Convert shall have been surrendered (accompanied by the funds, if any, required by the last paragraph of and such notice shall have been received by the Corporation, as aforesaid, and the person in who certificate or certificates for shares of Common Stock shall be registrable upon such conversion to have become on said date the holder of record of the shares represented thereby; provided, ho such surrender on any date when the stock transfer books of the Corporation shall be closed shall person in whose name the certificates are to be registered as the record holder thereof for all next succeeding day on which stock transfer books are open, but such conversion shall be at the in effect on the date upon which such Convertible Security shall have been surrendered.

Any Convertible Security or portion thereof surrendered for conversion during the perio of business on the Regular Record Date for any Interest Payment Date shall (unless such Converte portion thereof being converted shall have been called for redemption or submitted for repayment such period) be accompanied by payment, in legal tender or other funds acceptable to the Corpora amount equal to the interest otherwise payable on such Interest Payment Date on the principal am converted; provided, however, that no such payment need be made if there shall exist at the time default on the payment of interest on the Convertible Securities. An amount equal to such payme by the Corporation on such Interest Payment Date to the Holder of such Convertible Security on s Record Date, provided, however, that if the Corporation shall default in the payment of interest Payment Date, such amount shall be paid to the person who made such required payment. Except as in this Section, no adjustment shall be made for interest accrued on any Convertible Security co dividends on any shares issued upon the conversion of such Convertible Security as provided in t

SECTION 18.04. CASH PAYMENTS IN LIEU OF FRACTIONAL SHARES. No fractional shares of Common St representing fractional shares shall be delivered upon conversion of Convertible Securities. If

Convertible Security shall be surrendered for conversion at one time by the same Holder, the num shares which shall be deliverable upon conversion shall be computed on the basis of the aggregat amount of the Convertible Securities (or specified portions thereof to the extent permitted here surrendered. If any fractional share of stock would be deliverable upon the conversion of any C Security or Convertible Securities, the Corporation shall make an adjustment therefor in cash at market value of such fractional share of stock. The market value of a share of Common Stock sha Price on the Business Day immediately preceding the day on which the Convertible Securities (or portions thereof) are deemed to have been converted.

SECTION 18.05. CONVERSION PRICE. The Conversion Price shall be as specified in the form of C Security hereinafter set forth, subject to adjustment as provided in this Article.

SECTION 18.06. ADJUSTMENT TO CONVERSION PRICE. The Conversion Price shall be adjusted from t follows:

(a) In case the Corporation shall (i) pay a dividend or make a distribution on the Common S its capital stock (whether shares of Common Stock or of capital stock of any other class), (ii) reclassify its outstanding Common Stock into a greater number of securities (including Common St combine or reclassify its outstanding Common Stock into a smaller number of securities (includin the Conversion Price in effect immediately prior thereto shall be adjusted so that the Holder of Security thereafter surrendered for conversion shall be entitled to receive the number of shares of the Corporation which such Holder would have owned or have been entitled to receive after the of the events described above had such Convertible Security been converted immediately prior to such event. An adjustment made pursuant to this subsection (a) shall become effective immediate record date in the case of a dividend and shall become effective immediately after the effective of a subdivision or combination. If, as a result of an adjustment made pursuant to this subject

Holder of any Convertible Security thereafter surrendered for conversion shall become entitled to one or more classes of capital stock of the Corporation, the Board of Directors of the Corporation (or the conversion agent) shall determine the allocation of the adjusted Conversion Price between or among classes of capital stock.

In the event that at any time, as a result of an adjustment made pursuant to this subsection 18.06, the Holder of any Convertible Security thereafter converted shall become entitled to shares or other securities of the Corporation other than shares of Common Stock, thereafter the

62

other shares so received upon conversion of any Convertible Security shall be subject to adjustment in any manner and on terms as nearly equivalent as practicable to the provisions with respect to Common Stock contained in this Section 18.06, and other provisions of this Article Eighteen with respect to the shares of Common Stock shall apply on like terms to any such other shares or other securities

(b) In case the Corporation shall fix a record date for the issuance of rights or warrants to its Common Stock (or securities convertible into Common Stock) entitling them (for a period expiring a certain number of days after such record date) to subscribe for or purchase Common Stock at a price per share (or price per share) less than the current market price per share of Common Stock (as defined in subsection (a) below) at such record date, the Conversion Price in effect immediately prior thereto shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction of which the numerator shall be the number of shares of Common Stock outstanding on such record date plus the number of shares which the aggregate offering price of the total number of shares offered (or the aggregate initial conversion price of the convertible securities so offered) would have been at such current market price, and of which the denominator shall be the number of shares of Common Stock outstanding on such record date plus the number of additional shares of Common Stock offered for subscription into which the convertible securities so offered are initially convertible). Such adjustment shall be made successively whenever such a record is fixed, and shall become effective immediately after such record date. In determining whether any rights or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than such current market price, and in determining the aggregate offering price of the shares so offered there shall be taken into account any consideration determined by the Board of Directors of the Corporation or any majority owned subsidiary of the Corporation deemed outstanding for the purpose of any adjustment required under this subsection (b).

(c) In case the Corporation shall fix a record date for making a distribution to all holders of Common Stock evidences of its indebtedness or assets (excluding regular quarterly or other periodic or other dividends or distributions paid from retained earnings of the Corporation or dividends or distributions made pursuant to subsection (a) above) or rights or warrants to subscribe or purchase (excluding those referred to in subsection (b) above), then in each case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to such record date by a fraction of which the numerator shall be the current market price per share (as defined in subsection (a) above) of the Common Stock on such record date less the then fair market value (as determined by the Board of Directors of the Corporation whose determination shall be conclusive, and described in a certificate filed with the Corporation) of the portion of the assets or evidences of indebtedness so distributed or of such rights or warrants applicable to one share of Common Stock, and the denominator shall be the current market price per share (as defined in subsection (a) above) of the Common Stock. Such adjustment shall be made successively whenever such a record date is fixed and shall become effective immediately after such record date. Notwithstanding

63

the foregoing, in the event that the Corporation shall distribute any rights or warrants to acquire shares of Common Stock ("Rights") pursuant to this subsection (c), the distribution of separate certificates representing such Rights subsequent to their initial distribution (whether or not such distribution shall have occurred prior to the issuance of such Convertible Securities) shall be deemed to be the distribution of such Rights for the purposes of this subsection (c); provided that the Corporation may, in lieu of making any adjustment pursuant to this subsection (c) upon a distribution of separate certificates representing such Rights, make such adjustment so that each Holder of such Convertible Security who converts such Convertible Security (or any

(i) before the record date for such distribution of separate certificates shall be entitled to receive upon conversion shares of Common Stock issued with Rights and (ii) after such record date and prior to the expiration, redemption or termination of such Rights shall be entitled to receive upon such conversion, in addition to the shares of Common Stock issuable upon such conversion, the same number of such Rights as the holder of the number of shares of Common Stock that such Convertible Security so converted would have been entitled to purchase in accordance with the terms and provisions of and applicable to such Convertible Security were converted immediately prior to the record date for such distribution. The number of shares of Common Stock owned by or held for the account of the Corporation or any majority owned subsidiary shall be adjusted for the purpose of any adjustment required under this subsection (c).

(d) For the purpose of any computation under subsection (b) and (c) above, the current market price of a share of Common Stock at any date shall be deemed to be the average of the daily Closing Prices for the ten days (which are not legal holidays as defined in Section 14.05) commencing forty-five days (which are not legal holidays as defined in Section 14.05) before the day in question. The Closing Price for any day on which the Common Stock is listed or admitted for trading on any national securities exchange or the National Association of Debt Securities Dealers, Inc. Automated Quotation System (the "NASDAQ System") shall be the last sale price (regular way), or the average of the closing bid and ask prices if no sale occurs on the principal securities exchange on which the Common Stock is listed, (ii) if not listed on the NASDAQ System or automated dissemination of quotations of securities prices then in common use, if so quoted, or if not quoted as described in clause (ii), the mean between the high bid and low asked quotation

Stock as reported by the National Quotation Bureau Incorporated if at least two securities dealers have reported both bid and asked quotations for Common Stock on at least 5 of the 10 preceding days. If none of the methods set forth above is met, the Closing Price of Common Stock on any day or the average of such Closing Prices for any period shall be the fair market value of Common Stock as determined by a member firm of the National Association of Securities Dealers, Inc. selected by the Corporation.

(e) (i) No adjustment in the Conversion price shall be required unless such adjustment results in an increase or decrease of at least 1% in such price; provided, however, that any adjustments which are required by this subsection (e)(i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment; further provided, however, that any adjustments which by reason of this subsection (e) are not otherwise required to be made shall be made no later than 3 years after the date on which the adjustment that requires an adjustment to be made or carried forward.

(ii) All calculations under this Article Eighteen shall be made to the nearest one-hundredth of a share, as the case may be. Notwithstanding anything in this Section 18.06 to the contrary, notwithstanding, the Corporation shall be entitled to make such reductions in the Conversion Price as it in its discretion shall determine to be advisable in order to give effect to any stock dividends, subdivision of shares, distribution of rights to purchase stock or securities or any other distribution of securities convertible into or exchangeable for stock hereafter made by the Corporation. Such distributions shall not be taxable.

(f) Whenever the Conversion Price is adjusted, as herein provided, the Corporation shall prepare a notice of such adjustment and setting forth a brief statement of the facts requiring such adjustment. After delivery of such certificate, the Corporation shall prepare a notice of such adjustment of the Conversion Price setting forth the adjusted Conversion Price and the date on which such adjustment becomes effective. The Corporation shall mail such notice of such adjustment of the Conversion Price to the Holder of each Convertible Security at such Holder's last address appearing on the Security Register provided for in Section 2.01 of the Charter.

(g) In any case in which this Section 18.06 provides that an adjustment shall become effective after a record date for an event, the Corporation may defer until the occurrence of such event (the "Event") the Holder of any Convertible Security converted after such record date and before the occurrence of the Event the additional shares of Common Stock deliverable upon such conversion by reason of the adjustment. The Corporation shall pay to such Holder such additional shares over and above the Common Stock deliverable upon such conversion before giving effect to the adjustment and (ii) paying to such Holder any amount in cash in lieu of any fraction pursuant to the adjustment provided, however, that the Corporation shall deliver to such Holder a due bill or other appropriate instrument evidencing such Holder's rights to receive such additional shares, and such cash, upon the occurrence of the Event requiring such adjustment. If such event does not occur, no adjustments shall be made pursuant to this Section 18.06.

SECTION 18.07. EFFECT OF RECLASSIFICATION, CONSOLIDATION, MERGER OR SALE. If any of the following occur, namely (i) any reclassification or change of outstanding shares of Common Stock deliverable upon conversion of the Convertible Securities (other than a change in par value, or from par value to no par value to par value, or as a result of a subdivision or combination, but including an exchange of shares of Common Stock into two or more classes or series of securities), (ii) any consolidation or combination in which the Corporation is a party (other than a consolidation or merger in which the Corporation is a party and which does not result in any reclassification of, or change (other than a change from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination) in, outstanding shares of its Common Stock) or (iii) any sale or conveyance of the assets of the Corporation as, or substantially as, an entirety to any other corporation; then the Corporation or such successor or purchasing corporation, as the case may be, shall execute with the Trustee a supplemental indenture (which shall conform to the Trust Indenture Act as in force at the date of execution of the Trust Indenture and comply with the provisions of Article Nine) providing that each Convertible Security shall be convertible into the kind and amount of shares of stock and other securities or property or cash, receivable upon such reclassification, change, consolidation, merger, sale or conveyance by the same number of shares of Common Stock deliverable upon conversion of such Convertible Securities immediately after such reclassification, change, consolidation, merger, sale or conveyance. Such supplemental indenture shall provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustments provided in this Article. The Corporation shall cause notice of the execution of such supplemental indenture to be given to each Holder of Convertible Securities, at his address appearing on the Security Register provided in Section 2.01 of this Indenture.

The above provisions of this Section shall similarly apply to successive reclassifications, consolidations, mergers and sales.

SECTION 18.08. TAXES ON SHARES ISSUED. The delivery of stock certificates on conversions of Convertible Securities shall be made without charge to the Holder converting a Convertible Security for any tax on the issue thereof. The Corporation shall not, however, be required to pay any tax which may be levied in respect of any transfer involved in the delivery of stock registered in any name other than of the Holder of the Convertible Security converted, and the Corporation shall not be required to deliver any such stock unless and until the person or persons requesting the delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

SECTION 18.09. SHARES TO BE FULLY PAID; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; LISTING OF SHARES. The Corporation covenants that all shares of Common Stock that may be delivered upon conversion of Convertible Securities will upon delivery be fully paid and nonassessable by the Corporation and free from any liens and charges with respect to the issue thereof.

The Corporation covenants that if any shares of Common Stock to be provided for the conversion of Convertible Securities hereunder require registration with or approval of any governmental authority under any Federal or state law before such shares may be validly delivered upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to secure such registration as the case may be.

The Corporation further covenants that if the Common Stock is then listed on a national securities exchange or admitted for trading on NASDAQ it will qualify all Common Stock deliverable upon conversion of Convertible Securities for trading on said national securities exchange or NASDAQ, if permitted by the rules of said national securities exchange or NASDAQ.

SECTION 18.10. TRUSTEE NOT RESPONSIBLE. Neither the Trustee nor any authenticating agent nor any other agent shall at any time be under any duty or responsibility to any Holder of Convertible Securities to adjust the Conversion Price, whether any facts exist which may require any adjustment of the Conversion Price, or with respect to the Conversion Price.

or extent of any such adjustment when made, or with respect to the method employed, or herein or supplemental indenture provided to be employed, in making the same. Neither the Trustee nor any agent nor any conversion agent shall be accountable with respect to the validity or value (or th of any shares of Common Stock, or of any securities or property, which may at any time be delive conversion of any Convertible Security; and neither the Trustee nor any authenticating agent nor agent makes any representation with respect thereto. Subject to the provisions of Section 7.01, Trustee nor any authenticating agent nor any conversion agent shall be responsible for any failu Corporation to deliver any shares of Common Stock or stock certificates or other securities or p upon the surrender of any Convertible Security for the purpose of conversion or for any failure Corporation to comply with any of the covenants contained in this Article.

SECTION 18.11. NOTICE TO HOLDERS PRIOR TO CERTAIN ACTIONS. In case:

(a) the Corporation shall declare a dividend (or any other distribution) on the Common Stoc cash out of its current or retained earnings); or

(b) the Corporation shall authorize the granting to the holders of the Common Stock of righ subscribe for or purchase any share of any class or any other rights or warrants; or

67

(c) of any reclassification or change of the Common Stock (other than a subdivision or comb outstanding Common Stock, or a change in par value, or from par value to no par value, or from n par value) or, of any consolidation or merger to which the Corporation is a party and for which stockholders of the Corporation is required or for the sale or transfer of all or substantially of the Corporation; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporati Corporation shall cause to be filed with the Trustee and the Corporation shall cause to be maile of Convertible Securities at his address appearing on the Security Register, provided for in Sec Indenture, as promptly as possible but in any event no less than fifteen days prior to the appli hereinafter specified, a notice stating (x) the date on which a record is to be taken for the pu dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of holders of Common Stock of record to be entitled to such dividend, distribution or rights are to or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissoluti or winding up is expected to become effective, and the date as of which it is expected that hold Stock of record shall be entitled to exchange their Common Stock for securities or other propert upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or w Failure to give such notice, or any defect therein, shall not affect the legality or validity of distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation any adjustment in the Conversion Price required by this Article Eighteen.

SECTION 18.12. COVENANT TO RESERVE SHARES. The Corporation covenants that it will at all tim keep available, free from pre-emptive rights, out of its authorized but unissued Common Stock, s shares of Common Stock as shall then be deliverable upon the conversion of all outstanding Conve

68

U.S. Bank National Association, the party of the second part, hereby accepts the trusts Indenture declared and provided, upon the terms and conditions hereinabove set forth.

IN WITNESS WHEREOF, F5 NETWORKS, INC., the party of the first part, has caused this Ind signed and acknowledged by its President and Chief Executive Officer or its Chief Financial Offi President, and the same to be attested by its Secretary or an Assistant Secretary; and U.S. Bank Association, the party of the second part, has caused this Indenture to be signed and the same t its duly authorized officers, all as of the day and year first above written.

F5 NETWORKS, INC.

By: _____
Name: : _____
Title: _____

Attest

Name: : _____
Title: _____

U.S. Bank National Association

By: _____
Name: : _____
Title: _____

Attest

Name: : _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the ____ day of _____, 2003 before me personally came _____, to
being by me duly sworn, did depose and say that he/she resides at _____, that he/
_____ of F5 Networks, Inc., one of the corporations described in and which execut
instrument; and that he/she signed his/her name thereto by authority of the Board of Directors o
Corporation.

{SEAL}
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2003 before me personally came _____, to
being by me duly sworn, did depose and say that he/she resides at _____, that he/
_____ of U.S. Bank National Association, one of the corporations described in and
the foregoing instrument, and that he/she signed his/her name thereto by authority of the Board
said Corporation.

{SEAL}

Notary Public

71

EXHIBIT 4.2

F5 NETWORKS, INC.

AND

U.S. Bank National Association

TRUSTEE

INDENTURE

DATED AS OF SEPTEMBER [____], 2003

SUBORDINATED DEBT SECURITIES

ARTICLE One	DEFINITIONS.....	
	SECTION 1.01. DEFINITIONS.....	
	SECTION 1.02. NOTICE TO SECURITYHOLDERS.....	
ARTICLE Two	ISSUE, EXECUTION, REGISTRATION AND EXCHANGE OF DEBT SECURITIES.....	
	SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.....	
	SECTION 2.02. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.....	
	SECTION 2.03. FORM, EXECUTION, AUTHENTICATION, DELIVERY AND DATING OF DEBT SECURITIES..	
	SECTION 2.04. DENOMINATIONS; RECORD DATE.....	
	SECTION 2.05. EXCHANGE AND REGISTRATION OF TRANSFER OF DEBT SECURITIES.....	
	SECTION 2.06. TEMPORARY DEBT SECURITIES.....	
	SECTION 2.07. MUTILATED, DESTROYED, LOST OR STOLEN DEBT SECURITIES.....	
	SECTION 2.08. CANCELLATION.....	
	SECTION 2.09. COMPUTATION OF INTEREST.....	
	SECTION 2.10. DEBT SECURITIES IN GLOBAL FORM.....	
	SECTION 2.11. MEDIUM-TERM SECURITIES.....	
	SECTION 2.12. CUSIP NUMBERS.....	
ARTICLE Three	REDEMPTION OF DEBT SECURITIES.....	
	SECTION 3.01. REDEMPTION OF DEBT SECURITIES; APPLICABILITY OF ARTICLE.....	
	SECTION 3.02. NOTICE OF REDEMPTION; SELECTION OF DEBT SECURITIES.....	
	SECTION 3.03. PAYMENT OF DEBT SECURITIES CALLED FOR REDEMPTION.....	
ARTICLE Four	PARTICULAR COVENANTS OF THE CORPORATION.....	
	SECTION 4.01. PAYMENT OF PRINCIPAL, PREMIUM, INTEREST AND ADDITIONAL AMOUNTS.....	
	SECTION 4.02. OFFICES FOR NOTICES AND PAYMENTS, ETC.....	
	SECTION 4.03. PROVISIONS AS TO PAYING AGENT.....	
	SECTION 4.04. STATEMENT BY OFFICERS AS TO DEFAULT.....	
<hr/>		
ARTICLE Five	SECURITYHOLDER LISTS AND REPORTS BY THE CORPORATION AND THE TRUSTEE.....	
	SECTION 5.01. SECURITYHOLDER LISTS.....	
	SECTION 5.02. PRESERVATION AND DISCLOSURE OF LISTS.....	
	SECTION 5.03. REPORTS BY THE CORPORATION.....	
	SECTION 5.04. REPORTS BY THE TRUSTEE.....	
ARTICLE Six	REMEDIES ON DEFAULT.....	
	SECTION 6.01. EVENTS OF DEFAULT.....	
	SECTION 6.02. PAYMENT OF DEBT SECURITIES ON DEFAULT; SUIT THEREFOR.....	
	SECTION 6.03. APPLICATION OF MONIES COLLECTED BY TRUSTEE.....	
	SECTION 6.04. PROCEEDINGS BY SECURITYHOLDERS.....	
	SECTION 6.05. REMEDIES CUMULATIVE AND CONTINUING.....	
	SECTION 6.06. DIRECTION OF PROCEEDINGS.....	
	SECTION 6.07. NOTICE OF DEFAULTS.....	
	SECTION 6.08. UNDERTAKING TO PAY COSTS.....	
ARTICLE Seven	CONCERNING THE TRUSTEE.....	
	SECTION 7.01. DUTIES AND RESPONSIBILITIES OF TRUSTEE.....	
	SECTION 7.02. RELIANCE ON DOCUMENTS, OPINIONS, ETC.....	
	SECTION 7.03. NO RESPONSIBILITY FOR RECITALS, ETC.....	
	SECTION 7.04. OWNERSHIP OF DEBT SECURITIES OR COUPONS.....	
	SECTION 7.05. MONIES TO BE HELD IN TRUST.....	

SECTION 7.06. COMPENSATION AND EXPENSES OF TRUSTEE.....
SECTION 7.07. OFFICERS' CERTIFICATE AS EVIDENCE.....
SECTION 7.08. CONFLICTING INTEREST OF TRUSTEE.....
SECTION 7.09. ELIGIBILITY OF TRUSTEE.....
SECTION 7.10. RESIGNATION OR REMOVAL OF TRUSTEE.....
SECTION 7.11. ACCEPTANCE BY SUCCESSOR TRUSTEE.....
SECTION 7.12. SUCCESSOR BY MERGER, ETC.....
SECTION 7.13. LIMITATIONS ON RIGHTS OF TRUSTEE AS CREDITOR.....

ARTICLE Eight CONCERNING THE SECURITYHOLDERS.....

SECTION 8.01. ACTION BY SECURITYHOLDERS.....
SECTION 8.02. PROOF OF EXECUTION BY SECURITYHOLDERS.....
SECTION 8.03. WHO ARE DEEMED ABSOLUTE OWNERS.....

SECTION 8.04. CORPORATION-OWNED DEBT SECURITIES DISREGARDED.....
SECTION 8.05. REVOCATION OF CONSENTS; FUTURE SECURITYHOLDERS BOUND.....

ARTICLE Nine SECURITYHOLDERS' MEETINGS.....

SECTION 9.01. PURPOSES OF MEETINGS.....
SECTION 9.02. CALL OF MEETINGS BY TRUSTEE.....
SECTION 9.03. CALL OF MEETINGS BY CORPORATION OR SECURITYHOLDERS.....
SECTION 9.04. QUALIFICATION FOR VOTING.....
SECTION 9.05. REGULATIONS.....
SECTION 9.06. VOTING.....

ARTICLE Ten SUPPLEMENTAL INDENTURES.....

SECTION 10.01. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF SECURITYHOLDERS.....
SECTION 10.02. SUPPLEMENTAL INDENTURES WITH CONSENT OF SECURITYHOLDERS.....
SECTION 10.03. COMPLIANCE WITH TRUST INDENTURE ACT; EFFECT OF SUPPLEMENTAL INDENTURES..
SECTION 10.04. NOTATION ON DEBT SECURITIES.....

ARTICLE Eleven CONSOLIDATION, MERGER, SALE OR CONVEYANCE.....

SECTION 11.01. CORPORATION MAY CONSOLIDATE, ETC., ON CERTAIN TERMS.....
SECTION 11.02. SUCCESSOR CORPORATION SUBSTITUTED.....
SECTION 11.03. CERTIFICATE TO TRUSTEE.....

ARTICLE Twelve SATISFACTION AND DISCHARGE OF INDENTURE; UNCLAIMED MONIES.....

SECTION 12.01. DISCHARGE OF INDENTURE.....
SECTION 12.02. SATISFACTION, DISCHARGE AND DEFEASANCE OF DEBT SECURITIES OF ANY SERIES.
SECTION 12.03. DEPOSITED MONIES TO BE HELD IN TRUST BY TRUSTEE.....
SECTION 12.04. PAYING AGENT TO REPAY MONIES HELD.....
SECTION 12.05. RETURN OF UNCLAIMED MONIES.....

ARTICLE Thirteen IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS.....

SECTION 13.01. INDENTURE AND DEBT SECURITIES SOLELY CORPORATE OBLIGATIONS.....

ARTICLE Fourteen MISCELLANEOUS PROVISIONS.....

SECTION 14.01. BENEFITS OF INDENTURE RESTRICTED TO PARTIES AND SECURITYHOLDERS.....
SECTION 14.02. PROVISIONS BINDING ON CORPORATION'S SUCCESSORS.....

SECTION 14.03. ADDRESSES FOR NOTICES, ETC.....

SECTION 14.04. EVIDENCE OF COMPLIANCE WITH CONDITIONS PRECEDENT.....

SECTION 14.05. LEGAL HOLIDAYS.....

SECTION 14.06. TRUST INDENTURE ACT TO CONTROL.....

SECTION 14.07. EXECUTION IN COUNTERPARTS.....

SECTION 14.08. NEW YORK CONTRACT.....

SECTION 14.09. SEVERABILITY OF PROVISIONS.....

SECTION 14.10. CORPORATION RELEASED FROM INDENTURE REQUIREMENTS UNDER CERTAIN CIRCUMSTA

ARTICLE Fifteen SINKING FUNDS.....

SECTION 15.01. APPLICABILITY OF ARTICLE.....

SECTION 15.02. SATISFACTION OF SINKING FUND PAYMENTS WITH DEBT SECURITIES.....

SECTION 15.03. REDEMPTION OF DEBT SECURITIES FOR SINKING FUND.....

ARTICLE Sixteen REPAYMENT AT THE OPTION OF HOLDERS.....

SECTION 16.01. APPLICABILITY OF ARTICLE.....

SECTION 16.02. REPAYMENT OF DEBT SECURITIES.....

SECTION 16.03. EXERCISE OF OPTION; NOTICE.....

SECTION 16.04. ELECTION OF REPAYMENT BY REMARKETING ENTITIES.....

SECTION 16.05. DEBT SECURITIES PAYABLE ON THE REPAYMENT DATE.....

ARTICLE Seventeen SUBORDINATION OF DEBT SECURITIES.....

SECTION 17.01. DEBT SECURITIES SUBORDINATE TO SENIOR DEBT.....

SECTION 17.02. TRUSTEE AND HOLDERS OF DEBT SECURITIES MAY RELY ON CERTIFICATE OF LIQUID AGENT; TRUSTEE MAY REQUIRE FURTHER EVIDENCE AS TO OWNERSHIP OF SENIOR DEBT; TR NOT FIDUCIARY TO HOLDERS OF SENIOR DEBT.....

SECTION 17.03. PAYMENT PERMITTED IF NO DEFAULT.....

SECTION 17.04. TRUSTEE NOT CHARGED WITH KNOWLEDGE OF PROHIBITION.....

SECTION 17.05. TRUSTEE TO EFFECTUATE SUBORDINATION.....

SECTION 17.06. RIGHTS OF TRUSTEE AS HOLDER OF SENIOR DEBT.....

SECTION 17.07. ARTICLE APPLICABLE TO PAYING AGENTS.....

SECTION 17.08. SUBORDINATION RIGHTS NOT IMPAIRED BY ACTS OR OMISSIONS OF THE CORPORATIO HOLDERS OF SENIOR DEBT.....

ARTICLE Eighteen CONVERSION OF CONVERTIBLE SECURITIES.....

SECTION 18.01. APPLICABILITY OF ARTICLE.....

SECTION 18.02. RIGHT TO CONVERT.....

SECTION 18.03. EXERCISE OF CONVERSION PRIVILEGE; DELIVERY OF COMMON STOCK ON CONVERSION ADJUSTMENT FOR INTEREST OR DIVIDENDS.....

SECTION 18.04. CASH PAYMENTS IN LIEU OF FRACTIONAL SHARES.....

SECTION 18.05. CONVERSION PRICE.....

SECTION 18.06. ADJUSTMENT TO CONVERSION PRICE.....

SECTION 18.07. EFFECT OF RECLASSIFICATION, CONSOLIDATION, MERGER OR SALE.....

SECTION 18.08. TAXES ON SHARES ISSUED.....

SECTION 18.09. SHARES TO BE FULLY PAID; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; LIST COMMON STOCK.....

SECTION 18.10. TRUSTEE NOT RESPONSIBLE.....

SECTION 18.11. NOTICE TO HOLDERS PRIOR TO CERTAIN ACTIONS.....

SECTION 18.12. COVENANT TO RESERVE SHARES.....

The following is a comparison of provisions of Trust Indenture Act of 1939 with Indenture dated September [____], 2003, between F5 NETWORKS, INC. and U.S. Bank National Association as Trustee.

SECTION OF ACT

SECTION OF INDENTURE

310(a)(1), (2) and (5)	7.09
310(a)(3) and (4)	Not applicable
310(b)	7.08
310(c)	Not applicable
311(a) and (b)	7.13
311(c)	Not applicable
312(a)	5.01 and 5.02(a)
312(b) and (c)	5.02(b) and (c)
313(a) and (b)	5.04(a)
313(c)	5.04(a)
313(d)	5.04(b)
314(a)	5.03
314(b)	Not applicable
314(c)(1) and (2)	14.04
314(c)(3)	Not applicable
314(d)	Not applicable
314(e)	14.04
315(a), (c) and (d)	7.01
315(b)	6.07
315(e)	6.08
316(a)(1)	6.06
316(a)(2)	Omitted
316(a) last sentence	8.04
316(b)	6.04
316(c)	9.02
317(a)	6.02
317(b)	4.03
318(a)	14.06

This tie-sheet is not part of the Indenture as executed.

THIS INDENTURE, dated as of the [____] day of September, 2003 between F5 NETWORKS, INC. duly organized and existing under the laws of the State of Washington (hereinafter sometimes called "Corporation"), party of the first part, and U.S. Bank National Association, a bank organized under the laws of the United States, as trustee hereunder (hereinafter sometimes called the "Trustee," which term includes any successor trustee appointed pursuant to Article Seven).

WITNESSETH:

WHEREAS, the Corporation deems it necessary or appropriate to issue from time to time for various purposes securities (hereinafter called the "Debt Securities" or, in the singular, "Debt Security") to finance its unsecured indebtedness and has duly authorized the execution and delivery of this Indenture to provide for the issuance of the Debt Securities in one or more series, unlimited as to principal amount, to bear

interest, to mature at such time or times and to have such other provisions as shall be established hereinafter provided; and

WHEREAS, the Corporation represents that all acts by it necessary to constitute a valid agreement according to its terms have been done and performed, and the execution of this Indenture respects been duly authorized by the Corporation, and the Corporation, in the exercise of legal in it vested, is executing this Indenture;

NOW, THEREFOR: In order to declare the terms and conditions upon which the Debt Securities authenticated, issued and received, and in consideration of the premises, of the purchase and acquisition of Debt Securities by the Holders thereof and of the sum of one dollar to it duly paid by the Trustee upon execution of these presents, the receipt whereof is hereby acknowledged, the Corporation covenants with the Trustee, for the equal and proportionate benefit of the respective Holders from time to time in the event of the redemption of the Debt Securities, as follows:

ARTICLE One

DEFINITIONS

SECTION 1.01. DEFINITIONS. The terms defined in this Section (except as herein otherwise expressed or unless the context otherwise requires) for all purposes of this Indenture and of any indenture hereto shall have the respective meanings specified in this Section. All other terms used in this Indenture which are defined in the Trust Indenture Act of 1939 or which are by reference therein defined in the Trust Indenture Act of 1933, as amended, shall have the meanings (except as herein otherwise expressly provided or unless the context otherwise clearly requires) assigned to such terms in said Trust Indenture Act and in said

1

as in force at the date of this Indenture as originally executed. The words "herein," "hereof" and other words of similar import refer to this Indenture as a whole, including any exhibits hereto and any particular Article, Section or other subdivision. Certain terms used wholly or principally in connection with this Indenture may be defined in that Article.

ADDITIONAL AMOUNTS:

The term "Additional Amounts" shall mean any additional amounts which are required by a Holder or pursuant to a Board Resolution under circumstances specified therein, to be paid by the Corporation in respect of certain taxes, assessments or governmental charges imposed on certain Holders of Debt Securities which are owing to such Holders of Debt Securities.

AFFILIATE:

The term "Affiliate" of any specified Person means any other Person directly or indirectly owned, controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

AUTHORIZED NEWSPAPER:

The term "Authorized Newspaper" shall mean a newspaper in an official language of the Corporation published in general circulation in the place in connection with which the term is used. If it is impracticable in the opinion of the Trustee to make any publication of any notice required hereby in an Authorized Newspaper, any publication or other notice in lieu thereof which is made or given with the approval of the Trustee shall constitute a sufficient publication of such notice.

BOARD OF DIRECTORS:

The term "Board of Directors" shall mean the Board of Directors of the Corporation or the Board of Directors or any committee established by the Board of Directors.

BOARD RESOLUTION:

The term "Board Resolution" shall mean a resolution certified by the Secretary or an As of the Corporation to have been duly adopted by the Board of Directors and to be in full force a date of such certification, and delivered to the Trustee.

2

BUSINESS DAY:

The term "Business Day" shall mean, with respect to any Debt Security, a day (other than Sunday) that in the city (or in any of the cities, if more than one) in which amounts are payable the face of the form of such Debt Security, is neither a legal holiday nor a day on which banks are authorized or required by law, regulation or executive order to close.

CLOSING PRICE:

The term "Closing Price" has the meaning specified in Section 18.06(d).

COMMISSION:

The term "Commission" means the Securities and Exchange Commission, as from time to time created under the Securities Exchange Act of 1934, as amended, or if at any time after the execution of such instrument such Commission is not existing and performing the duties now assigned to it under the Act, then the body performing such duties on such date.

COMMON STOCK:

The term "Common Stock" means when used with reference to the capital stock of the Corporation, that class of stock which, at the date of execution of this Indenture, is designated as common stock of the Corporation and stock of any class or classes into which such common stock or any such other class of stock may be changed or reclassified.

CONVERSION PRICE:

The term "Conversion Price" has the meaning specified in Section 18.05.

CONVERTIBLE SECURITIES:

The term "Convertible Securities" means any series of Debt Securities that are designated pursuant to Section 2.01.

CORPORATE TRUST OFFICE:

The term "Corporate Trust Office" means the office of the Trustee at which at any time the corporate trust business shall be principally administered, which office at the date hereof is the office of Corporate Trust Services, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101 (Attention Sherrie Pan 344-4676, fax (206) 344-4630), except that, with respect to presentation of Debt Securities for registration of transfers and exchanges and the location of the Security Registrar, such term means the agency of the Trustee located at Corporate Trust Services, 60 Livingston Avenue, St. Paul, MN 55101.

3

CORPORATION:

The term "Corporation" shall mean the person named as the "Corporation" in the first paragraph of this Indenture until a successor corporation shall have become such pursuant to the applicable provisions of the Indenture, and thereafter "Corporation" shall mean such successor corporation.

CORPORATION ORDER:

The term "Corporation Order" shall mean any request, order or confirmation to the Trustee.

person designated pursuant to Section 2.03, which may be transmitted by telex, by telecopy or in

COUPON:

The term "Coupon" shall mean any interest coupon appertaining to a Debt Security.

COUPON SECURITY:

The term "Coupon Security" shall mean any Debt Security authenticated and delivered with Coupons appertaining thereto.

DEBT SECURITIES:

The term "Debt Securities" shall have the meaning stated in the first recital of this Indenture, particularly means any Debt Securities authenticated and delivered under this Indenture.

DEPOSITORY:

The term "Depository" shall mean, with respect to the Debt Securities of any series issued in whole or in part in the form of one or more Global Securities, the Person designated as Depository Corporation pursuant to Section 2.01 until a successor Depository shall have become such pursuant to applicable provisions of this Indenture, and thereafter "Depository" shall mean or include each then a Depository hereunder, and if at any time there is more than one such Person, "Depository" with respect to the Debt Securities of any such series shall mean the Depository with respect to the series of that series.

EVENT OF DEFAULT:

The term "Event of Default" shall mean any event specified as such in Section 6.01.

GLOBAL SECURITY:

The term "Global Security" shall mean a Debt Security evidencing all or part of a series of Securities issued to the Depository for such series in accordance with Section 2.03.

HOLDER:

The terms "Holder," "Holder of Debt Securities," "Securityholder" or other similar term shall mean any person in whose name at the time such Debt Security is registered on the registration books kept in accordance with the terms hereof.

INDENTURE:

The term "Indenture" shall mean this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the provisions hereof.

INTEREST PAYMENT DATE:

The term "Interest Payment Date" when used with respect to any Debt Security, means the date of an installment of interest on such Debt Security.

ISSUE DATE:

The term "Issue Date" shall mean, with respect to any Debt Security, the date such Debt Security is authenticated pursuant to Section 2.03.

MATURITY DATE:

The term "Maturity Date" when used with respect to any Debt Security, shall mean the date

principal of such Debt Security becomes due and payable as therein or herein provided, whether a Maturity or by declaration or acceleration, call for redemption or exchange, prepayment at the o Holder or otherwise.

OFFICERS' CERTIFICATE:

The term "Officers' Certificate" shall mean a certificate signed on behalf of the Corpo without personal liability), and complying with Section 14.04, by the President and Chief Execut its Chief Financial Officer or any Vice President and by the Secretary or any Assistant Secretar

OPINION OF COUNSEL:

The term "Opinion of Counsel" shall mean an opinion in writing, complying with Section legal counsel who may be an employee of or counsel to the Corporation or who may be other counse the Trustee.

ORIGINAL ISSUE DISCOUNT SECURITIES:

The term "Original Issue Discount Securities" shall mean any Debt Securities that are i a discount from the principal amount thereof and that provide upon an Event of Default for decla amount less than the principal amount thereof to be due and payable upon acceleration thereof.

OUTSTANDING:

The term "outstanding" when used with reference to Debt Securities, shall, subject to t Section 8.01 and Section 8.04, mean, as of any particular time, all Debt Securities authenticat by the Trustee under this Indenture, except

- (a) Debt Securities theretofore cancelled by the Trustee or delivered to the Trustee for ca
- (b) Debt Securities, or portions thereof, for the payment or redemption of which monies in amount shall have been deposited in trust with the Trustee or with any paying agent (other than or shall have been set aside and segregated in trust by the Corporation (if the Corporation shal Paying Agent), provided, that if such Debt Securities are to be redeemed prior to the maturity t such redemption shall have been given as provided in Article Three, or provisions satisfactory t shall have been made for giving such notice; and
- (c) Debt Securities in lieu of and in substitution for which other Debt Securities shall ha authenticated and delivered pursuant to the terms of Article Two, unless proof satisfactory to t presented that any such Debt Securities are held by bona fide Holders in due course.

PAYING AGENT:

The term "Paying Agent" shall mean initially U.S. Bank National Association and, subseq paying agent appointed by the Corporation from time to time in respect of the Debt Securities.

PERSON:

The term "person" shall mean any individual, corporation, partnership, limited liabilit venture, association, joint-stock company trust or other entity, unincorporated organization or agency or political subdivision thereof.

PLACE OF PAYMENT:

The term "Place of Payment," when used with respect to the Debt Securities of any series place or places where the principal of (and premium, if any) and interest, if any, (and Addition any) on the Debt Securities of that series are payable.

REDEMPTION DATE:

The term "Redemption Date," when used with respect to any Debt Security to be redeemed, fixed for such redemption by or pursuant to this Indenture.

REDEMPTION PRICE:

The term "Redemption Price," when used with respect to any Debt Security to be redeemed at which it is to be redeemed pursuant to this Indenture.

REGULAR RECORD DATE:

The term "Regular Record Date" for the interest payable on any Interest Payment Date on Securities of any series means the date specified for that purpose as contemplated by Sections 2

REMARKETING ENTITY:

The term "Remarketing Entity", when used with respect to Debt Securities of any series repayable at the option of the Holders thereof before their Stated Maturity, means any person de Corporation to purchase any such Debt Securities.

REPAYMENT DATE:

The term "Repayment Date", when used with respect to any Debt Security to be repaid upo option for repayment by the Holder, means the date fixed for such repayment pursuant to this Ind

REPAYMENT PRICE:

The term "Repayment Price", when used with respect to any Debt Security to be repaid up option for repayment by the Holder, means the price at which it is to be repaid pursuant to this

RESPONSIBLE OFFICER:

The term "responsible officer" when used with respect to the Trustee shall mean any off the Trustee to administer its corporate trust matters.

RIGHTS:

The term "Rights" has the meaning specified in Section 18.06(c).

SECURITY REGISTER AND SECURITY REGISTRAR:

The term "Security Register" and "Security Registrar" shall have the respective meaning Section 2.05.

SENIOR DEBT:

The term "Senior Debt" means any obligation of the Corporation to its creditors whether or subsequently incurred other than (i) any obligation as to which, in the instrument creating o same or pursuant to which the same is outstanding, it is provided that such obligation is not Se obligations evidenced by the Debt Securities, and (iii) obligations that are expressly stated in Debt Securities (or in this Indenture, any indenture supplement, or any Officers' Certificate de Section 2.01 hereof with respect to such Debt Securities) not to be Senior Debt.

SIGNIFICANT SUBSIDIARY:

The term "Significant Subsidiary" shall mean any Subsidiary of the Corporation that, at least 5% of the consolidated revenues of the Corporation and its Subsidiaries at such time as re most recent annual audited consolidated financial Statements of the Corporation.

8

STATED MATURITY:

The term "Stated Maturity" when used with respect to any Debt Security or any installment thereon, means the date specified in such Debt Security or a Coupon representing such installment the fixed date on which the principal of such Debt Security or such installment of interest is d

SUBSIDIARY:

The term "Subsidiary" shall mean any corporation or other entity of which at least a ma outstanding stock or other beneficial interests having by the terms thereof ordinary voting powe majority of the board of directors or other governing body of such corporation or other entity (whether or not at the time stock or other beneficial interests of another class or classes of su other entity shall have or might have voting power by reason of the happening of any contingency owned by the Corporation, or by one or more Subsidiaries, or by the Corporation and one or more

TRUST INDENTURE ACT OF 1939:

The term "Trust Indenture Act of 1939" shall mean the Trust Indenture Act of 1939, as a

UNITED STATES:

The term "United States" shall mean the United States of America (including the states District of Columbia) and its possessions (including the Commonwealth of Puerto Rico, the U.S. V Guam, American Samoa, Wake Island and the Northern Mariana Islands).

U.S. DOLLAR:

The term "U.S. Dollar" or "\$" means a dollar or other equivalent unit in such coin or c United States of America as at the time shall be legal tender for the payment of public and priv

SECTION 1.02. NOTICE TO SECURITYHOLDERS. Except as otherwise expressly provided herein, whe provides for notice to Holders of Debt Securities of any event, such notice shall be sufficientl writing and mailed, first class, postage prepaid, to each Holder at such Holder's address as it Security Register, not later than the latest date, and not earlier than the earliest date, presc notice.

9

Neither the failure to mail such notice nor any defect in any notice so mailed to any p of a Debt Security shall affect the sufficiency of such notice with respect to other Holders of

In case by reason of the suspension of regular mail service or by reason of any other c impracticable to give such notice by mail, then such notification as shall be made with the appr Trustee shall constitute a sufficient notification for every purpose hereunder.

Where this Indenture provides for notice in any manner, such notice may be waived in wr person entitled to receive such notice, either before or after the event, and such waiver shall of such notice. Waivers of notice by Holders of Debt Securities shall be filed with the Trustee shall not be a condition precedent to the validity of any action taken in reliance upon such wai

ISSUE, EXECUTION, REGISTRATION AND
EXCHANGE OF DEBT SECURITIES

SECTION 2.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES. The aggregate principal amount of Debt may be authenticated and delivered under this Indenture is unlimited.

The Debt Securities may be issued in one or more series. There shall be established in Board Resolution, and set forth in an Officers' Certificate, or established in one or more indent supplemental hereto, prior to the issuance of Debt Securities of any series:

- (1) the designation of the Debt Securities of the series (which shall distinguish the Debt series from all other Debt Securities);
- (2) any limit upon the aggregate principal amount of the Debt Securities of the series which authenticated and delivered under this Indenture (except for Debt Securities authenticated and registration of transfer of, or in exchange for, or in lieu of, other Debt Securities of the series Section 2.05, 2.06, 2.07, 3.02, 10.04, 16.03, or 18.03);
- (3) the date or dates on which the principal of the Debt Securities of the series is payable;
- (4) the rate or rates, which may be fixed or variable, at which the Debt Securities of the series shall bear interest, if any, and if the rate or rates are variable, the manner of calculation thereof, the date from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable, the Regular Record Date for the determination of Holders of such Debt Securities to whom interest is payable, and the Interest Payment Date;

10

(5) the place or places (in addition to such place or places specified in this Indenture) where the principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on Debt Securities of the series shall be payable;

(6) the right, if any, of the Corporation to redeem Debt Securities of the Series, in whole or in part, at its option and the period or periods within which, the price or prices at which and the terms and conditions under which Debt Securities of the series may be redeemed pursuant to any sinking fund or otherwise;

(7) the obligation, if any, of the Corporation to redeem, purchase or repay Debt Securities of the Series pursuant to any mandatory redemption, sinking fund or analogous provisions or at the option of the Corporation and the period or periods within which, the price or prices at which and the terms and conditions under which Debt Securities of the series shall be redeemed, purchased or repaid, in whole or in part, pursuant to any sinking fund or otherwise;

(8) if the amount of principal of and interest on the Debt Securities of the series may be determined by reference to an index based on a currency or currencies other than that in which the Debt Securities of the series are denominated, the manner in which such amounts shall be determined;

(9) the denominations in which Debt Securities of the series shall be issuable, if other than the integral multiples thereof;

(10) if other than the principal amount thereof, the portion of the principal amount of Debt Securities of the series which shall be payable upon declaration of acceleration of the maturity thereof or when the Debt Securities of the series shall be entitled to claim pursuant to Section 6.02;

(11) whether the Debt Securities of the series shall be issued with or without Coupons;

(12) whether the Debt Securities of the series shall be issued in whole or in part in the form of Global Securities and, in such case, the Depository for such Global Security or Debt Securities of the series are to be issuable initially in temporary form and whether any Debt Securities of the series are to be issuable in definitive form with or without Coupons and, if so, whether the Depository of interests in any such definitive Global Security may exchange such interests for Debt Securities of the series and of like tenor of any authorized form and denomination, and the circumstances under which and the places where any such exchanges may occur, if other than in the manner provided in Section 2.

- (13) whether and under what circumstances the Corporation will pay Additional Amounts on the of the series in respect of any tax, assessment or governmental charge withheld or deducted and, the Corporation will have the option to redeem such Debt Securities rather than pay such Additio
- (14) the provisions, if any, for the defeasance of the Debt Securities of the series;
- (15) if the Debt Securities of such series are to be issuable in definitive form (whether up or upon exchange of a temporary Debt Security of such series) only upon receipt of certain certi documents or satisfaction of other conditions, the form and terms of such certificates, document
- (16) except as otherwise provided herein, any trustees, depositories, authenticating or payi transfer agents, registrars or any other agents with respect to the Debt Securities of such seri
- (17) the percentage of their principal amount at which the Debt Securities will be issued;
- (18) any securities exchanges on which the Debt Securities will be listed;
- (19) whether the Debt Securities of the series are Convertible Securities and the terms rela including the Conversion Price and the date on which the right to convert expires; and
- (20) any other terms of the series (which terms shall not be inconsistent with the provision Indenture).

All Debt Securities of any one series shall be substantially identical except (i) as to and (ii) as may otherwise be provided in or pursuant to such Board Resolution and set forth in s Certificate or in any such indenture supplemental hereto.

If any of the terms of the series are established by action taken pursuant to a Board R of an appropriate record of such action shall be certified by the Secretary or any Assistant Sec Corporation and delivered to the Trustee at the same time as or prior to the delivery of the Off Certificate setting forth the terms of the series.

SECTION 2.02. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION. The Trustee's certificate of shall be in the following form:

{FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION}

This is one of the Debt Securities of the series designated therein referred to in the Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee,

By: _____
Authorized Signatory

SECTION 2.03. FORM, EXECUTION, AUTHENTICATION, DELIVERY AND DATING OF DEBT SECURITIES. The of each series and the Coupons, if any, to be attached thereto, shall be in the forms approved f by or pursuant to a Board Resolution, or established in one or more indentures supplemental here such letters, numbers or other marks of identification or designation and such legends or endors lithographed or engraved thereon as the Corporation may deem appropriate and as are not inconsis provisions of this Indenture, or as may be required to comply with any law or with any rule or r pursuant thereto or with any rule or regulation of any securities exchange on which the Debt Sec listed, or to conform to usage.

Each Debt Security and Coupon shall be executed on behalf of the Corporation by its Pre Executive Officer or its Chief Financial Officer or any Vice President and the Secretary or any Secretary. Such signatures may be the manual or facsimile signatures of the present or any future officers.

Each Debt Security and Coupon bearing the manual or facsimile signatures of individuals at the time the proper officers of the Corporation shall bind the Corporation, notwithstanding that such any of them have ceased to hold such offices prior to the authentication and delivery of such Debt Security to which such Coupon appertains. At any time and from time to time after the delivery of this Indenture, the Corporation may deliver Debt Securities of any series executed by and, in the case of Coupon Securities, having attached thereto appropriate Coupons, to the Trustee for authentication, together with a Corporation Order for the authentication and delivery of such Debt Security and the Trustee in accordance with such Corporation Order shall authenticate and deliver such Debt Security. If the form or terms of the Debt Securities or Coupons of the series have been established in or more Board Resolutions as permitted by this Section and Section 2.01, in authenticating such Debt Security and accepting the additional responsibilities under this Indenture in relation to such Debt Security the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in the Opinion of Counsel stating:

13

(a) if the form of such Debt Securities or Coupons has been established by or pursuant to Board Resolutions as permitted by Section 2.01, that such form has been established in conformity with the provisions of this Indenture;

(b) if the terms of such Debt Securities have been established by or pursuant to Board Resolutions as Permitted by Section 2.01, that such terms have been established in conformity with the provisions of this Indenture; and

(c) that each such Debt Security and Coupon, when authenticated and delivered by the Trustee on behalf of the Corporation in the manner and subject to any conditions specified in such Opinion of Counsel shall constitute valid and legally binding obligations of the Corporation, enforceable in accordance with its terms notwithstanding bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights and to general equity principles, in a proceeding at law or in equity. If such form or terms have been so established, the Trustee shall be required to authenticate such Debt Securities if the issue of such Debt Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Debt Securities and the Indenture otherwise in a manner that is not reasonably acceptable to the Trustee.

Every Debt Security shall be dated the date of its authentication.

No Debt Security shall be entitled to any benefit under this Indenture or be valid or enforceable for any purpose unless there appears on such Debt Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature, and such certificate upon its production shall be conclusive evidence, and the only evidence, that such Debt Security has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture. Notwithstanding the foregoing, if a Debt Security shall have been duly authenticated and delivered hereunder but never issued and so long as the Corporation, and the Corporation shall deliver such Debt Security to the Trustee for cancellation pursuant to Section 2.08 together with a written statement (which need not comply with Section 14.04 and need not be accompanied by an Opinion of Counsel) stating that such Debt Security has never been issued and delivered by the Corporation, for all purposes of this Indenture such Debt Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

If the Corporation shall establish pursuant to Section 2.01 that the Debt Securities of any series shall be issued in whole or in part in the form of a Global Security, then the Corporation shall execute

14

Trustee shall in accordance with this Section and the Corporation Order with respect to such series

and deliver the Global Security that (i) shall represent and shall be denominated in an aggregate the aggregate principal amount of outstanding Debt Securities of such series to be represented by Security, (ii) shall be registered, if in registered form, in the name of the Depository for such or the nominee of such Depository, and (iii) shall be delivered by the Trustee to such Depositor such Depository's instructions.

Each Depository designated pursuant to Section 2.01 for a Global Security in registered the time of its designation and at all times while it serves as Depository, be a clearing agency the Securities Exchange Act of 1934, as amended, and any other applicable statute or regulation.

SECTION 2.04. DENOMINATIONS; RECORD DATE. The Debt Securities shall be issuable in such denomination be specified as contemplated in Section 2.01. In the absence of any such specification with respect to such series, such Debt Securities shall be issuable in the denomination contemplated by Section 2.01.

The term "record date" as used with respect to an Interest Payment Date (except a date of defaulted interest) shall mean such day or days as shall be specified in the terms of the Debt Security of a particular series as contemplated by Section 2.01; provided, however, that in the absence of any such specification with respect to any series, such term shall mean (1) the last day of the calendar month next preceding such Interest Payment Date if such Interest Payment Date is the fifteenth day of a calendar month; or (2) the fifteenth day of a calendar month next preceding such Interest Payment Date if such Interest Payment Date is the first day of the calendar month.

The person in whose name any Debt Security is registered at the close of business on the day of such Interest Payment Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Debt Security upon any transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent the Corporation shall default in the payment of such Debt Security and Additional Amounts, if any, due on such Interest Payment Date, such defaulted interest and Additional Amounts, if any, shall be paid to the persons in whose names outstanding Debt Securities are registered as of the subsequent record date established by notice given by mail by or on behalf of the Corporation to the persons in whose names Debt Securities of the series in default not less than fifteen days preceding such subsequent record date to be not less than five days preceding the date of payment of such defaulted interest.

SECTION 2.05. EXCHANGE AND REGISTRATION OF TRANSFER OF DEBT SECURITIES. Debt Securities of one series may be exchanged for a like aggregate principal amount of Debt Securities of other authorized denominations of the same series. Debt Securities to be exchanged shall be surrendered at the office or agency to be designated by the Corporation.

maintained by the Corporation for such purpose in the Borough of Manhattan, The City of New York with the provisions of Section 4.02, and the Corporation shall execute and register and the Trustee shall authenticate and deliver in exchange therefor the Debt Security or Debt Securities that the Holder of such Debt Security or Debt Securities shall be entitled to receive.

The Corporation or its designated agent (the "Security Registrar") shall keep, at such office as the Corporation may prescribe, a Security Register (the "Security Register") in which, subject to such reasonable regulations as the Corporation may prescribe, the Corporation shall register Debt Securities and shall register the transfer of Debt Securities provided in this Article Two. The Security Register shall be in written form or in any other form which may be converted into written form within a reasonable time. At all reasonable times the Security Register shall be open for inspection by the Trustee. Upon due presentment for registration of transfer of any Debt Security of a particular series at such office or agency, the Corporation shall execute and the Corporation's Security Registrar shall register and the Trustee shall authenticate and deliver in the name of the transferee a new Debt Security or Debt Securities of such series for an equal aggregate principal amount.

All Debt Securities presented for registration of transfer or for exchange, redemption or for any other purpose, shall (if so required by the Corporation or the Trustee) be duly endorsed by, or by a written instrument or instruments of transfer in form satisfactory to the Corporation and executed by the Holder or his, her or its attorney duly authorized in writing.

No service charge shall be made for any exchange or registration of transfer of Debt Securities. The Corporation may require payment of a sum sufficient to cover any tax or other governmental charge imposed in connection therewith.

The Corporation shall not be required to exchange or register a transfer of (a) any Deb any series for a period of fifteen days next preceding any selection of Debt Securities of such redeemed, or (b) any Debt Securities of any such series selected for redemption except in the ca series to be redeemed in part, the portion thereof not to be so redeemed.

SECTION 2.06. TEMPORARY DEBT SECURITIES. Pending the preparation of definitive Debt Securit series, the Corporation may execute and on receipt of a Corporation Order the Trustee shall auth deliver temporary Debt Securities of such series (printed or lithographed). Temporary Debt Secu series shall be issuable in any authorized denominations, and in the form approved from time to pursuant to a Board Resolution but with such omissions, insertions and variations as may be appr temporary Debt Securities, all as may be determined by the Corporation. Every temporary Debt Se executed by the Corporation and authenticated by the Trustee upon the same conditions and in sub same manner, and with like effect, as the definitive Debt Securities. Without unnecessary delay

16

shall execute and furnish definitive Debt Securities of such series and thereupon any or all tem Securities of such series may be surrendered in exchange therefor without charge at the office o designated and maintained by the Corporation for such purpose in the Borough of Manhattan, The C in accordance with the provisions of Section 4.02, and the Trustee shall authenticate and delive such temporary Debt Securities an equal aggregate principal amount of definitive Debt Securities series of authorized denominations and in the case of such Debt Securities that are Coupon Secur attached thereto the appropriate Coupons. Until so exchanged the temporary Debt Securities of a be entitled to the same benefits under this Indenture as definitive Debt Securities of such seri

SECTION 2.07. MUTILATED, DESTROYED, LOST OR STOLEN DEBT SECURITIES. In case any temporary o Security of any series or, in the case of a Coupon Security, any Coupon appertaining thereto, sh mutilated or be destroyed, lost or stolen, the Corporation in the case of a mutilated Debt Secur shall, and in the case of a lost, stolen or destroyed Debt Security or Coupon may, in its discre and upon receipt of a Corporation Order the Trustee shall authenticate and deliver, a new Debt S same series as the mutilated, destroyed, lost or stolen Debt Security or, in the case of a Coupo Coupon Security of the same series as the mutilated, destroyed, lost or stolen Coupon Security o a Coupon, a new Coupon of the same series as the Coupon Security to which such mutilated, destro stolen Coupon appertains, bearing a number not contemporaneously outstanding, in exchange and su the mutilated Debt Security, or in lieu of and in substitution for the Debt Security so destroye or in exchange for the Coupon Security to which such mutilated, destroyed, lost or stolen Coupon all appurtenant Coupons not destroyed, lost or stolen. In every case the applicant for a substi Security or Coupon shall furnish to the Corporation and to the Trustee such security or indemnity required by them to save each of them harmless, and, in every case of destruction, loss or theft shall also furnish to the Corporation and to the Trustee evidence to their satisfaction of the d or theft of such Debt Security or Coupon, as the case may be, and of the ownership thereof. Upo any substituted Debt Security or Coupon, the Corporation may require the payment of a sum suffic tax or other governmental charge that may be imposed in relation thereto and any other expenses

17

therewith and in addition a further sum not exceeding ten dollars for each Debt Security so issu substitution. In case any Debt Security or Coupon which has matured or is about to mature shall or be destroyed, lost or stolen, the Corporation may, instead of issuing a substituted Debt Secu authorize the payment of the same (without surrender thereof except in the case of a mutilated D Coupon) if the applicant for such payment shall furnish the Corporation and the Trustee with suc indemnity as they may require to save them harmless and, in case of destruction loss or theft, e satisfaction of the Corporation and the Trustee of the destruction, loss or theft of such Debt S and of the ownership thereof.

Every substituted Debt Security with, in the case of any such Debt Security that is a C its Coupons, issued pursuant to the provisions of this Section by virtue of the fact that any De

Coupon is destroyed, lost or stolen shall, with respect to such Debt Security or Coupon, constitute contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Debt Security shall be found at any time, and shall be entitled to all the benefits of this Indenture equally proportionately with any and all other Debt Securities, and the Coupons appertaining thereto, du hereunder.

All Debt Securities and any Coupons appertaining thereto shall be held and owned upon the condition that the foregoing provisions are exclusive with respect to the replacement or payment destroyed, lost or stolen Debt Securities and Coupons appertaining thereto and shall, to the extent law, preclude any and all other rights or remedies, notwithstanding any law or statute existing enacted to the contrary with respect to the replacement or payment of negotiable instruments or without their surrender.

SECTION 2.08. CANCELLATION. Unless otherwise provided with respect to a series of Debt Securities and Coupons surrendered for payment, redemption, repayment, transfer, exchange or sinking fund payment pursuant to this Indenture, shall, if surrendered to the Corporation or any Corporation or of the Trustee, be delivered to the Trustee and promptly cancelled by it or, if surrendered to the Trustee, be cancelled by it, and no Debt Securities or Coupons shall be issued in lieu thereof expressly permitted by any of the provisions of this Indenture. The Trustee shall destroy cancelled Debt Securities and Coupons and deliver a certificate of destruction to the Corporation.

SECTION 2.09. COMPUTATION OF INTEREST. Except as otherwise specified as contemplated by Section 2.01, interest on the Debt Securities of each series shall be computed on a 360-day year of twelve 30-day months.

SECTION 2.10. DEBT SECURITIES IN GLOBAL FORM. If Debt Securities of a series are issuable in the form specified as contemplated by Section 2.01, then, notwithstanding clause (8) of Section 2.01 and Section 2.04, such Global Security shall represent such of the outstanding Debt Securities of such series as shall be specified therein and may provide that it shall represent the aggregate amount of outstanding Debt Securities from time to time endorsed thereon and that the aggregate amount of outstanding Debt Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a

global form to reflect the amount, or any increase or decrease in the amount, of outstanding Debt Securities represented thereby shall be made by the Trustee in such manner and upon instructions given by such Person or Persons as shall be specified therein or in the Corporation Order to be delivered to the Trustee pursuant to Section 2.03 or Section 2.06. Subject to the provisions of Section 2.03 and, if applicable, Section 2.06, the Trustee shall deliver and redeliver any Debt Security in definitive global bearer form in the manner specified in the written instructions given by the Person or Persons specified therein or in the applicable Corporation Order pursuant to Section 2.03 or 2.06 has been, or simultaneously is, delivered, by the Corporation with respect to endorsement or delivery or redelivery of a Debt Security in global form shall be in writing but need not comply with Section 14.04 and need not be accompanied by an opinion of counsel of a beneficial owner of a Debt Security represented by a definitive Global Security in bearer form in the manner specified in the written instructions given by the Person or Persons specified therein or in the applicable Corporation Order more than 30 days written notice to the Trustee, given by the beneficial owner through a Depository, of any interest in such definitive Global Security for a definitive bearer Debt Security or Debt Securities, of any authorized denomination, subject to the rules and regulations of such Depository and its members. No individual definitive bearer Debt Security will be delivered to a Person in the United States.

The provisions of the last sentence of the third to the last paragraph of Section 2.03 shall apply to any Debt Security represented by a Debt Security in global form if such Debt Security was never represented by a Debt Security in global form and the Corporation delivers to the Trustee the Debt Security in global form in the manner specified in the written instructions (which need not comply with Section 14.04 and need not be accompanied by an opinion of counsel) with regard to the reduction in the principal amount of Debt Securities represented thereby in accordance with the written statement contemplated by the last sentence of the third to the last paragraph of Section 2.03.

Unless otherwise specified as contemplated by Section 2.01, payment of principal of, and any interest on, any Debt Security in definitive global form shall be made to the Person or Persons specified in the written instructions therein.

SECTION 2.11. MEDIUM-TERM SECURITIES. Notwithstanding any contrary provision herein, if all of the Debt Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the

Order, Officers' Certificate, supplemental indenture or Opinion of Counsel otherwise required pursuant to Sections 2.01, 2.03, 2.06, and 14.04 at or prior to the time of authentication of each Debt Security series if such documents are delivered at or prior to the authentication upon original issuance of such series to be issued.

An Officers' Certificate or supplemental indenture, delivered pursuant to this Section in the circumstances set forth in the preceding paragraph may provide that Debt Securities which are to be authenticated and delivered by the Trustee on original issue from time to time upon the terms and conditions specified in such Officers' Certificate or supplemental indenture and that such persons shall be authorized to determine, consistent with such Officers' Certificate or any applicable supplemental indenture conditions of said Debt Securities as are specified in such Officers' Certificate or supplemental indenture, provided that the foregoing procedure is acceptable to the Trustee.

SECTION 2.12. CUSIP NUMBERS. The Corporation, in issuing the Debt Securities, may use "CUSIP" numbers (which are then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption for the convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Debt Securities or as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Debt Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Corporation will promptly notify the Trustee of any change in the "CUSIP" numbers.

ARTICLE Three

REDEMPTION OF DEBT SECURITIES

SECTION 3.01. REDEMPTION OF DEBT SECURITIES; APPLICABILITY OF ARTICLE. Redemption of Debt Securities of any series as permitted or required by the terms thereof shall be made in accordance with such terms set forth in this Article; provided, however, that if any provision of any series of Debt Securities shall conflict with any provision of this Article, the provision of such series of Debt Securities shall govern.

The notice date for a redemption of Debt Securities shall mean the date on which notice of redemption is given in accordance with the provisions of Section 3.02 hereof.

SECTION 3.02. NOTICE OF REDEMPTION; SELECTION OF DEBT SECURITIES. The election of the Corporation to redeem any Debt Securities shall be evidenced by an Officers' Certificate. In case the Corporation shall exercise the right to redeem all, or, as the case may be, any part, of a series of Debt Securities, the terms and provisions applicable to such series, it shall fix a Redemption Date and shall mail notice of such redemption at least thirty and not more than sixty days prior to the Redemption Date to the Holders of the Debt Securities of such series to be redeemed as a whole or in part, at their last addresses as shown on the Security Register. Such mailing shall be by prepaid first class mail. Any notice given in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the

Holder of any Debt Security of a series designated for redemption as a whole or in part shall not be affected by the failure to give notice by mail, or any defect in the notice, of the validity of the proceedings for the redemption of any other Debt Security of such series.

Each such notice of redemption shall specify the provisions of such Debt Securities under which redemption is made, that the conditions precedent, if any, to such redemption have occurred, shall be satisfied, the Redemption Date, the Redemption Price, the Place of Payment, that payment will be made by the presentation and surrender of such Debt Securities and, in the case of Coupon Securities, of all accretions thereto maturing after the Redemption Date, that interest and Additional Amounts, if any, due on the Redemption Date will be paid as specified in said notice, and that on and after said date in respect of the portions thereof to be redeemed will cease to accrue. If fewer than all of the Debt Securities of a series are to be redeemed any notice of redemption published in an Authorized Newspaper shall specify the numbers of the Debt Securities to be redeemed and, if applicable, the CUSIP Numbers thereof. In the event a Debt Security is to be redeemed in part only, the notice of redemption shall state the portion of the

thereof to be redeemed and shall state that upon surrender of such Debt Security, a new Debt Security in principal amount equal to the unredeemed portion thereof will be issued of the same

On or prior to the Redemption Date specified in the notice of redemption given for Debt Corporation will deposit in trust with the Trustee or with one or more Paying Agents an amount sufficient to redeem on the Redemption Date all the Debt Securities or portions of Debt Securities redemption at the Redemption Price, together with interest, if any, and Additional Amounts, if any, at the Redemption Date. The Corporation will give the Trustee notice of each redemption at least ten days prior to the Redemption Date (unless a shorter notice is acceptable to the Trustee) as to the aggregate amount of Debt Securities to be redeemed.

If fewer than all of the Debt Securities of a series are to be redeemed, the Trustee shall redeem pro rata or by lot or in such other manner as it shall deem reasonable and fair, the numbers of the Debt Securities to be redeemed in whole or in part.

SECTION 3.03. PAYMENT OF DEBT SECURITIES CALLED FOR REDEMPTION. If notice of redemption has been given as above provided, the Debt Securities or portions of Debt Securities with respect to which such notice has been given shall become due and payable on the date and at the Place of Payment stated in such notice at the Redemption Price, together with interest, if any, and Additional Amounts, if any, accrued to the date and on and after said date (unless the Corporation shall default in the payment of such Debt Securities

Redemption Price, together with interest, if any, and Additional Amounts, if any, accrued to said date on the Debt Securities or portions of Debt Securities so called for redemption shall cease to accrue upon presentation and surrender of such Debt Securities subject to redemption at said Place of Payment specified, the said Debt Securities or the specified portions thereof shall be paid and redeemed by the Corporation at the Redemption Price, together with interest, if any, and Additional Amounts, if any, accrued thereon to the Redemption Date. Interest, if any, and Additional Amounts, if any, maturing on or after the Redemption Date shall continue to be payable (but without interest thereon unless the Corporation shall default in payment thereof) in the case of Coupon Securities to the bearers of the Coupons for such interest accrued prior to the date of surrender thereof and to the Holders thereof registered as such on the Security Register on the date subject to the terms and provisions of Section 2.04. At the option of the Corporation payment may be made by check to (or to the order of) the Holders of the Debt Securities or other persons entitled to the payment upon presentation and surrender of such Debt Securities.

If any Coupon Security surrendered for redemption shall not be accompanied by all appurtenant Coupons maturing after the Redemption Date, the surrender of such missing Coupon or Coupons may be waived by the Corporation and the Trustee, if there be furnished to each of them such security or indemnity as to save each of them harmless.

Upon presentation of any Debt Security redeemed in part only, the Corporation shall execute and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Corporation, a new Debt Security or Debt Securities, of authorized denominations, in aggregate principal amount equal to the principal amount of the portion of the Debt Security so presented of the same series.

ARTICLE Four

COVENANTS OF THE CORPORATION

SECTION 4.01. PAYMENT OF PRINCIPAL, PREMIUM, INTEREST AND ADDITIONAL AMOUNTS. The Corporation shall promptly pay or cause to be paid the principal of (and premium, if any), interest, if any, and Additional Amounts, if any, on each of the Debt Securities at the place, at the respective times and in the amounts specified in the terms of the Debt Securities and in this Indenture. The interest on Coupon Securities (together with Additional Amounts) shall be payable only upon presentation and surrender of the several Coupons or portions of Coupons bearing interest installments as are evidenced thereby as they severally mature. The interest, if any, on Debt Securities (together with any Additional Amounts) shall be paid, as to the installments so evidenced by Coupons attached thereto, if any, only upon presentation and surrender thereof, and installments of interest, if any, only upon presentation of such Debt Securities for notation of the payment of such interest. The interest on Debt Securities (together with any Additional Amounts) shall be payable only to the Holders thereof and at the option of the Corporation may be paid by (i) mail to the Holders of such Debt Securities or (ii) in the case of Holders of U.S. \$10,000,000 or more in

principal amount of such Debt Securities, by wire transfer of immediately available funds, but a Trustee has received wire transfer instructions in writing not less than 15 days prior to the ap Payment Date.

SECTION 4.02. OFFICES FOR NOTICES AND PAYMENTS, ETC. As long as any of the Debt Securities remain outstanding, the Corporation shall designate and maintain, in the Borough of Manhattan, T York, an office or agency where the Debt Securities of such series may be presented for registra and for exchange as provided in this Indenture, an office or agency where notices and demands to Corporation in respect of the Debt Securities of such series or of this Indenture may be served, agency where the Debt Securities of such series may be presented for payment. The Corporation s Trustee notice of the location of each such office or agency and of any change in the location t the Corporation shall fail to maintain any such office or agency in the Borough of Manhattan, Th York, or shall fail to give such notice of the location or of any change in the location thereof may be made and notices and demands may be served at the Corporate Trust Office of the Trustee i Manhattan, The City of New York, and the Corporation hereby appoints the Trustee as its agent to presentations, notices and demands.

The Corporation hereby initially designates U.S. Bank National Association, located at Trust Office, as the Security Registrar and as the office or agency of the Corporation in the Bo Manhattan, The City of New York, where the Debt Securities may be presented for payment and for transfer and for exchange as in this Indenture provided and where notices and demands to or upon in respect of the Debt Securities of any series or of this Indenture may be served.

SECTION 4.03. PROVISIONS AS TO PAYING AGENT.

(a) Whenever the Corporation shall appoint a paying agent other than the Trustee with respe Securities of any series, it will cause such paying agent to execute and deliver to the Trustee which such agent shall agree with the Trustee, subject to the provisions of this Section:

(1) that it will hold sums held by it as such agent for the payment of the principal of (an any), interest, if any, or Additional Amounts, if any, on the Debt Securities of such series in benefit of the Holders of the Debt Securities of such series, or Coupons appertaining thereto, a be, entitled thereto and will notify the Trustee of the receipt of sums to be so held,

(2) that it will give the Trustee notice of any failure by the Corporation (or by any other Debt Securities of such series) to make a payment of the principal of (or premium, if any), inte Additional Amounts, if any, on the Debt Securities of such series when the same shall be due and

(3) at any time during the continuance of any such default, upon the written request of the forthwith pay to the Trustee all sums so held in trust by such paying agent.

(b) If the Corporation shall act as its own paying agent, it will, on or before each due da principal of (and premium, if any), interest, if any, or Additional Amounts, if any, on the Debt any series set aside, segregate and hold in trust for the benefit of the Holders of the Debt Sec series entitled thereto a sum sufficient to pay such principal (and premium if any), interest, i Additional Amounts, if any, so becoming due. The Corporation will promptly notify the Trustee o take such action.

(c) Anything in this Section to the contrary notwithstanding, the Corporation may, at any t purpose of obtaining a satisfaction and discharge with respect to one or more or all series of D hereunder, or for any other reason, pay or cause to be paid to the Trustee all sums held in trus by it or any paying agent hereunder as required by this Section, such sums to be held by the Tru trusts herein contained.

(d) Anything in this Section to the contrary notwithstanding, the agreement to hold sums in provided in this Section is subject to the provisions of Sections 12.04 and 12.05.

SECTION 4.04. STATEMENT BY OFFICERS AS TO DEFAULT. The Corporation shall deliver to the Trustee before a date not more than four months after the end of each fiscal year of the Corporation (wh of execution hereof, ends on December 31) ending after the date hereof, commencing with the fiscal year 2003, an Officers' Certificate, stating whether or not to the best knowledge of the signers the Corporation is in default in the performance or observance of any of the terms, provisions and c Indenture to be performed or observed by it and, if the Corporation shall be in default, specify defaults and the nature thereof of which they may have knowledge.

24

ARTICLE Five

SECURITYHOLDER LISTS AND REPORTS BY THE CORPORATION AND THE TRUSTEE

SECTION 5.01. SECURITYHOLDER LISTS. The Corporation covenants and agrees that it will furnish to the Trustee with respect to the Debt Securities of each series:

(a) semiannually, not later than each Interest Payment Date (in the case of any series having Interest Payment Dates) or not later than the dates determined pursuant to Section 2.01 (in the series not having semiannual Interest Payment Dates) a list, in such form as the Trustee may require of the names and addresses of the Holders of Debt Securities of such series as of the Regular Meeting of such other date as may be determined pursuant to Section 2.01 for such series) therefor, and

(b) at such other times as the Trustee may request in writing within thirty days after receipt by the Corporation of any such request, a list in such form as the Trustee may reasonably require of the names and addresses of the Holders of Debt Securities of a particular series specified by the Trustee as of a date not more than fifteen days prior to the time such information is furnished; provided, however, that if an Trustee shall be the Security Registrar, such list shall not be required to be furnished.

SECTION 5.02. PRESERVATION AND DISCLOSURE OF LISTS.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, all information names and addresses of the Holders of each series of Debt Securities (i) contained in the most recent list furnished to it as provided in Section 5.01, (ii) received by the Trustee in its capacity as Secretary or Paying Agent, or (iii) filed with it within the preceding two years pursuant to Section 313(c) of the Securities Exchange Act of 1934. The Trustee may destroy any list furnished to it as provided in Section 5.01 of a new list so furnished.

(b) In case three or more Holders of Debt Securities (hereinafter referred to as "applicant") apply in writing to the Trustee and furnish to the Trustee reasonable proof that each such applicant has a bona fide interest in the Debt Securities of such series for a period of at least six months preceding the date of such application, the Trustee shall, upon application states that the applicants desire to communicate with other Holders of Debt Securities of such series (in which case the applicants must hold Debt Securities of such series) or with the Trustee with respect to their rights under this Indenture or under such Debt Securities accompanied by a copy of the form of proxy or other communication that such applicants propose to the Trustee shall, within five business days after the receipt of such application, at its election

25

(1) afford to such applicants access to the information preserved at the time by the Trustee with the provisions of subsection (a) of this Section, or

(2) inform such applicants as to the approximate number of Holders of Debt Securities of such series of Debt Securities, as the case may be, whose names and addresses appear in the information preserved

the Trustee, in accordance with the provisions of subsection (a) of this Section, and as to the of mailing to such Securityholders the form of proxy or other communication, if any, specified in application.

If the Trustee shall elect not to afford to such applicants access to such information, shall, upon the written request of such applicants, mail to each Holder of such series or all De the case may be, whose name and address appear in the information preserved at the time by the T accordance with the provisions of subsection (a) of this Section, a copy of the form of proxy or communication that is specified in such request, with reasonable promptness after a tender to th material to be mailed and of payment, or provision for the payment, of the reasonable expenses o within five days after such tender, the Trustee shall mail to such applicants and file with the together with a copy of the material to be mailed, a written statement to the effect that, in th Trustee, such mailing would be contrary to the best interests of the Holders of Debt Securities all Debt Securities, as the case may be, or would be in violation of applicable law. Such writt shall specify the basis of such opinion. If the Commission, after opportunity for appearing upo specified in the written statement so filed, shall enter an order refusing to sustain any of suc if, after the entry of an order sustaining one or more of such objections, the Commission shall notice and opportunity for hearing, that all the objections so sustained have been met, and shal so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved or duty to such applicants respecting their application.

(c) Each and every Holder of Debt Securities, by receiving and holding the same, agrees wit and the Trustee that neither the Corporation nor the Trustee nor any agent of the Corporation or shall be held accountable by reason of the disclosure of any such information as to the names an the Holders of Debt Securities in accordance with the provisions of subsection (b) of this Secti the source from which such information was derived, and that the Trustee shall not be held accou of mailing any material pursuant to a request made under said subsection (b).

SECTION 5.03. REPORTS BY THE CORPORATION. The Corporation covenants:

(a) to file with the Trustee within fifteen days after the Corporation is required to file Commission, copies of the annual reports and of the information, documents and other reports (or portions of any of the foregoing as the Commission may from time to time by rules and regulation which the Corporation may be required to file with the Commission pursuant to Section 13 or Sect Securities Exchange Act of 1934, as amended; or, if the Corporation is not required to file info or reports pursuant to either of such sections, then to file with the Trustee and the Commission with rules and regulations prescribed from time to time by the Commission, such of the supplemen information, documents and reports which may be required pursuant to Section 13 of the Securitie 1934, as amended, in respect of a security listed and registered on a national securities exchan prescribed from time to time in such rules and regulations.

(b) to file with the Trustee and the Commission, in accordance with the rules and regulatio from time to time by the Commission, such additional information, documents, and reports with re compliance by the Corporation with the conditions and covenants provided for in this Indenture a from time to time by such rules and regulations; and

(c) to transmit by mail to all the Holders of Debt Securities of each series, as the names such Holders appear on the Security Register, within thirty days after the filing thereof with t summaries of any information, documents and reports required to be filed by the Corporation with such series pursuant to subsections (a) and (b) of this Section as may be required by rules and prescribed from time to time by the Commission.

SECTION 5.04. REPORTS BY THE TRUSTEE.

(a) On or before May 15, 2004 and on or before May 15 of each year thereafter, so long as a Securities of any series are outstanding hereunder, the Trustee shall transmit to the Holders of of such series, in the manner provided by Section 313(c) of the Trust Indenture Act of 1939, a b as of the preceding February 15, as may be required by Sections 313(a) and (b) of the Trust Inde

(b) A copy of each such report shall, at the time of such transmission to Holders of Debt S

particular series, be filed by the Trustee with each stock exchange upon which the Debt Securities are listed and also with the Commission. The Corporation agrees to notify the Trustee when and Securities of any series become listed on any stock exchange.

ARTICLE Six

REMEDIES ON DEFAULT

SECTION 6.01. EVENTS OF DEFAULT. In case one or more of the following Events of Default with particular series of Debt Securities shall have occurred and be continuing, that is to say:

(a) default in the payment of the principal of (or premium, if any, on) any of the Debt Securities series as and when the same shall become due and payable either at maturity, upon redemption, by otherwise; or

(b) default in the payment of any installment of interest, if any, or in the payment of any Amounts upon any of the Debt Securities of such series as and when the same shall become due and continuance of such default for a period of thirty days after written notice from the Trustee; or

(c) failure on the part of the Corporation duly to observe or perform any other of the covenants agreements on the part of the Corporation applicable to such series of the Debt Securities or covenants Indenture for a period of ninety days after the date on which written notice of such failure, requiring Corporation to remedy the same, shall have been given to the Corporation by the Trustee, or to the Trustee by the Holders of at least twenty-five percent in aggregate principal amount of Debt Securities of such series at the time outstanding; or

(d) default by the Corporation or any Significant Subsidiary in any payment of \$25,000,000 principal of or interest on any notes, bonds, debentures and other similar evidences of indebtedness borrowed, or in the payment of \$25,000,000 or more on account of any guarantee in respect of any debentures and other similar evidences of indebtedness for money borrowed, beyond any period of time provided in the instrument or agreement under which such notes, bonds, debentures and other similar evidences of indebtedness for money borrowed or guarantee was created; or

(e) a court having jurisdiction in the premises shall enter a decree or order for relief in the Corporation in an involuntary case under any applicable bankruptcy, insolvency or other similar law hereafter in effect, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Corporation or for any substantial part of its property, or ordering the winding up liquidation of its affairs, and such decree or order shall remain unstayed, undismissed and unobeyed in effect for a period of ninety days; or

(f) the Corporation shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or shall consent to the entry of an order for relief in the Corporation under any such law, or shall consent to the appointment of or taking possession by a receiver, assignee, trustee, custodian, sequestrator (or similar official) of the Corporation or for a substantial part of its property, or shall make any general assignment for the benefit of creditors;

then if an Event of Default described in clause (a), (b) or (c) shall have occurred and be continuing in each and every such case, unless the principal amount of all the Debt Securities of such series already become due and payable, either the Trustee or the Holders of not less than twenty-five percent in aggregate principal amount of the Debt Securities of all series affected thereby then outstanding shall give notice in writing to the Corporation (and to the Trustee if given by Holders of such Debt Securities) of the principal amount of all the Debt Securities not already due and payable (or, with respect to Discount Securities, such lesser amount as may be specified in the terms of such Debt Securities affected thereby to be due and payable immediately, and upon any such declaration the same shall become due and payable, any provision of this Indenture or the Debt Securities of such series

contrary notwithstanding, or, if an Event of Default described in clause (d), (e) or (f) shall be continuing, and in each and every such case, either the Trustee or the Holders of not less than 10 percent in aggregate principal amount of all the Debt Securities then outstanding hereunder (voting class), by notice in writing to the Corporation (and to the Trustee if given by Holders of security class), declare the principal of all the Debt Securities not already due and payable (or, with respect to Issue Discount Securities, such lesser amount as may be specified in the terms of such Debt Securities payable immediately, and upon any such declaration the same shall become and shall be immediately payable, any provision in this Indenture or in the Debt Securities to the contrary notwithstanding), and the foregoing provisions, however, are subject to the conditions that if, at any time after the principal of any one or more or all series, as the case may be, shall have been so declared due before any judgment or decree for the payment of the monies due shall have been obtained or entered hereinafter provided, the Corporation shall pay or shall deposit with the Trustee a sum sufficient to pay all the matured installments of interest, if any, and all Additional Amounts, if any, due upon all the Debt Securities of such series or of all the Debt Securities, as the case may be, and the principal of (and premium on) any Debt Securities of such series or of all the Debt Securities, as the case may be (or, with respect to Issue Discount Securities, such lesser amount as may be specified in the terms of such Debt Securities), shall have become due otherwise than by acceleration (with interest, if any, upon such principal amount), and, to the extent that payment of such interest is enforceable under applicable law, on all such installments of interest and Additional Amounts, if any, at the same rate as the rate of interest on the Debt Securities of such series, as the case may be (or, with respect to Original Issue Discount Securities, at the rate specified in the terms of such Debt Securities for interest on overdue principal), to the maturity, redemption or acceleration of such series, as the case may be), to the date of such payment.

29

deposit), and such amount as shall be payable to the Trustee pursuant to Section 7.06, and any amount payable under the Indenture shall have been remedied, then and in every such case the Holders of a major part of the principal amount of the Debt Securities of such series (or of all the Debt Securities, as the case may be) outstanding, by written notice to the Corporation and to the Trustee, may waive all defaults with respect to such series or with respect to all Debt Securities, as the case may be, and rescind and annul such defaults and their consequences; but no such waiver or rescission and annulment shall extend to or shall affect any default or shall impair any right consequent thereon. If the principal of all Debt Securities of such series declared to be payable pursuant to this Section 6.01, in determining whether the Holders of a major part of the aggregate principal amount thereof have waived all defaults and rescinded and annulled such defaults, such series of Debt Securities shall be treated as a single class and the principal amount of Original Issue Discount Securities shall be deemed to be the amount declared payable under the terms applicable to such securities.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such enforcement shall have been discontinued or abandoned because of such rescission and annulment or for any other reason, or shall have been determined adversely to the Trustee, then and in every such case the Corporation shall restore the Holders of Debt Securities, as the case may be, shall be restored respectively to their former position and rights hereunder, and all rights, remedies and powers of the Corporation, the Trustee and the Holders of Debt Securities, as the case may be, shall continue as though no such proceedings had been taken.

SECTION 6.02. PAYMENT OF DEBT SECURITIES ON DEFAULT; SUIT THEREFOR. The Corporation covenants that in the event of a case default shall be made in the payment of any installment of interest, if any, on any of the Debt Securities of any series or any Additional Amounts payable in respect of any of the Debt Securities of any series, the same shall become due and payable, and such default shall have continued for a period of thirty days after the date of such default shall be made in the payment of the principal of (or premium, if any, on) any of the Debt Securities of any series, as and when the same shall have become due and payable, whether upon maturity of such series or upon redemption or upon declaration or otherwise, then upon demand of the Trustee, the Corporation shall pay to the Trustee, for the benefit of the Holders of the Debt Securities of such series, if any, appertaining to such Debt Securities, the whole amount that then shall have become due and payable on such Debt Securities of such series and such Coupons, for principal (and premium, if any) or interest on such Debt Securities, if any as the case may be, with interest upon the overdue principal (and premium, if any) (to the extent that payment of such interest is enforceable under applicable law) upon overdue principal and interest, if any, and Additional Amounts, if any, at the same rate as the rate of interest specified in the terms of such Debt Securities.

30

Securities of such series (or, with respect to Original Issue Discount Securities, at the rate s terms of such Debt Securities for interest on overdue principal thereof upon maturity, redemptio acceleration); and, in addition thereto, such further amounts as shall be payable pursuant to Se

In case the Corporation shall fail forthwith to pay such amounts upon such demand, the own name and as trustee of an express trust, shall be entitled and empowered to institute any ac proceedings at law or in equity for the collection of the sums so due and unpaid, and may prosec action or proceedings to judgment or final decree, and may enforce any such judgment or final de Corporation or other obligor upon such Debt Securities and collect in the manner provided by law property of the Corporation or other obligor upon such Debt Securities wherever situated the mon decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization Corporation or any other obligor upon Debt Securities of any series under Title 11 of the United any other applicable law, or in case a receiver or trustee shall have been appointed for the pro Corporation or such other obligor, or in case of any other judicial proceedings relative to the such other obligor, or to the creditors or property of the Corporation or such other obligor, th irrespective of whether the principal of the Debt Securities of such series shall then be due an therein expressed or by declaration or otherwise and irrespective of whether the Trustee shallh demand pursuant to the provisions of this Section, shall be entitled and empowered, by intervent proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal to Original Issue Discount Securities, such portion of the principal amount as may be specified that series), and premium, if any, interest, if any, and Additional Amounts, if any, owing and u of the Debt Securities of such series, and to file such other papers or documents as may be nece advisable in order to have the claims of the Trustee under Section 7.06 and of the Holders of th and Coupons of such series allowed in any such judicial proceedings relative to the Corporation upon the Debt Securities of such series, or to the creditors or property of the Corporation or s obligor, and to collect and receive any monies or other property payable or deliverable on any s to distribute all amounts received with respect to the claims of the Securityholders of such ser Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization i authorized by each of the Holders of the Debt Securities and Coupons of such series to make paym Trustee and, in the event that the Trustee shall consent to the making of payments directly to t Securityholders of such series, to pay to the Trustee such amount as shall be sufficient to cove compensation to the Trustee, its agents, attorneys and counsel, and all other reasonable expense incurred, and all advances made, by the Trustee except as a result of its negligence or bad fait

Nothing herein contained shall be deemed to authorize the Trustee to authorize or conse or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composit Debt Securities or the rights of any Holder thereof, or to authorize the Trustee to vote in resp of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the may be enforced by the Trustee without the possession of any of the Debt Securities or Coupons a such Debt Securities, or the production thereof in any trial or other proceedings relative there action or proceedings instituted by the Trustee shall be brought in its own name and as trustee trust, and any recovery of judgment shall be for the ratable benefit of the Holders of the Debt Coupons appertaining thereto.

In case of a default hereunder the Trustee may in its discretion proceed to protect and rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee sh effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy whether for the specific enforcement of any covenant or agreement contained in this Indenture or exercise of any power granted in this Indenture, or to enforce any other legal or equitable righ Trustee by this Indenture or by law.

SECTION 6.03. APPLICATION OF MONIES COLLECTED BY TRUSTEE. Any monies collected by the Trust Section 6.02 shall be applied in the following order, at the date or dates fixed by the Trustee the distribution of such monies on account of principal (or premium, if any) or interest, if any presentation of the several Debt Securities and Coupons in respect of which monies have been col stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

FIRST: To the payment of the amounts payable to the Trustee pursuant to Section 7.06;

SECOND: In case the principal of the Debt Securities in respect of which monies have become due, to the payment of interest, if any, and Additional Amounts, if any, of such series in the order of the maturity of the installments of such interest, with extent that such interest has been collected by the Trustee) upon the overdue installments of interest, if any, and Additional Amounts, if any, at the same rate as the rate of interest, if any, specified in the Debt Securities of such series (or, with respect to Original Issue Discount Securities, at the rate specified in the Debt Securities for interest on overdue principal thereof upon maturity, redemption or accelerated payments to be made ratably to the persons entitled thereto, without discrimination or preference

32

THIRD: In case the principal of the Debt Securities in respect of which monies have become due, by declaration or otherwise, to the payment of the whole amount then owing and Debt Securities of such series for principal (and premium, if any), interest, if any, and Additional Amounts, if any, and (to the extent that such interest has been collected by the Trustee) upon overdue installments of interest, if any, and Additional Amounts, if any, at the same rate as the rate of interest specified in the Debt Securities of such series (or, with respect to Original Issue Discount Securities, at the rate specified in the Debt Securities for interest on overdue principal thereof upon maturity, redemption or acceleration); and in case such monies shall be insufficient to pay in full the whole amount so due upon the Debt Securities of such series, then to the payment of such principal (and premium, if any, and Additional Amounts, if any, without preference or priority of principal (and premium, if any, and Additional Amounts, if any, or of interest, if any, and Additional Amounts, if any), or of any installment of interest, if any, or Additional Amounts, if any, or of any other installment of interest, if any, or Additional Amounts, if any, or of any Debt Security of such series, ratably to the aggregate of such principal (and premium, if any, and accrued and unpaid interest, if any, and Additional Amounts, if any).

SECTION 6.04. PROCEEDINGS BY SECURITYHOLDERS. No Holder of any Debt Security of any series appertaining thereto shall have any right by virtue or by availing of any provision of this Indenture to institute any action or proceedings at law or in equity or in bankruptcy or otherwise, upon or with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy, unless such Holder previously shall have given to the Trustee written notice of default and of the amount thereof, as hereinbefore provided, and unless also the Holders of not less than twenty-five per cent of the principal amount of the Debt Securities of such series then outstanding or, in the case of any Debt Security described in clause (d) or (e) of Section 6.01, twenty-five per cent in aggregate principal amount of the Debt Securities at the time outstanding (voting as one class) shall have made written request upon the Trustee to institute such action or proceedings in its own name as Trustee hereunder and shall have offered such reasonable indemnity as it may require against the costs, expenses and liabilities to be incurred thereby, and the Trustee for sixty days after its receipt of such notice, request and offer of indemnity, if it have failed to institute any such action or proceedings and no direction inconsistent with such request shall have been given to the Trustee pursuant to Section 6.06; it being understood and intended to be expressly covenanted by the taker and Holder of every Debt Security with every other taker and Holder of such Debt Security and the Trustee, that no one or more Holders of Debt Securities or Coupons appertaining to such Debt Security shall have any right in any manner whatever by virtue of or by availing himself, herself or itself of this Indenture to affect, disturb or prejudice the rights of any other Holder of Debt Securities appertaining to such Debt Securities, or to obtain or seek to obtain priority over or preference over such Holder or to enforce any right under this Indenture, except in the manner herein provided and

33

ratable and common benefit of all Holders of Debt Securities and Coupons. For the protection and benefit of the revisions of this Section, each and every Securityholder and the Trustee shall be entitled to have its request can be given either at law or in equity.

Notwithstanding any other provisions in this Indenture, however, the right of any Holder of any Debt Security to receive payment of the principal of (and premium, if any) and interest, if any, and Additional Amounts, if any, on such Debt Security or Coupon, on or after the respective due dates expressed

Security or Coupon, or to institute suit for the enforcement of any such payment on or after such dates, shall not be impaired or affected without the consent of such Holder. With respect to or Discount Debt Securities, principal shall mean such amount as shall be due and payable as may be terms of such Debt Securities.

SECTION 6.05. REMEDIES CUMULATIVE AND CONTINUING. All powers and remedies given by this Art Trustee or to the Holders of Debt Securities or Coupons shall, to the extent permitted by law, be cumulative and not exclusive of any thereof or of any other powers and remedies available to the Holders of Debt Securities or Coupons, by judicial proceedings or otherwise, to enforce the performance of the covenants and agreements contained in this Indenture, and no delay or omission or of any Holder of any of the Debt Securities or Coupons to exercise any right or power accrued by default occurring and continuing as aforesaid shall impair any such right or power or shall be a waiver of any such default or an acquiescence therein; and, subject to the provisions of Section 6.06, the power and remedy given by this Article Six or by law to the Trustee or to the Holders of Debt Securities or Coupons may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or the Holders of Debt Securities or Coupons, as the case may be.

SECTION 6.06. DIRECTION OF PROCEEDINGS. The Holders of a majority in aggregate principal amount of the Debt Securities of any or all series affected (voting as one class) at the time outstanding shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Holders of such series in exercising any trust or power conferred on the Trustee; provided, however, that (i) such direction shall not be in conflict with any rule of law or with this Indenture, (ii) the Trustee may take any other action that is not inconsistent with such direction and (iii) the Trustee shall have the right to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed would be prejudicial to the Holders not joining in such direction or may not be lawful. The Trustee in good faith by its board of directors or executive committee or a trust committee of trustees and/or responsible officers shall determine that the action or proceedings so directed shall not render the Trustee in personal liability.

34

Prior to any declaration accelerating the maturity of the Debt Securities of any series, a majority in aggregate principal amount of the Debt Securities of such series at the time outstanding on behalf of the Holders of all of the Debt Securities of such series waive any past default or Event of Default hereunder and its consequences, except a default in the payment of principal of (premium, if any), interest, or Additional Amounts, if any, on any Debt Securities of such series or in respect of a covenant provision hereof that may not be modified or amended without the consent of the Holders of each series affected. Upon any such waiver by the Corporation, the Trustee and the Holders of the Debt Securities of such series shall be restored to their former positions and rights hereunder, and such waiver shall extend to any subsequent or other default or Event of Default or impairment thereof. Whenever any default or Event of Default hereunder shall have been waived as permitted by Section 6.06, said default or Event of Default shall for all purposes of the Debt Securities of such series be deemed to have been cured and to be not continuing.

SECTION 6.07. NOTICE OF DEFAULTS. The Trustee shall, within ninety days after the occurrence with respect to the Debt Securities of any series, give notice of all defaults with respect to such series to the Trustee to all Holders of then outstanding Debt Securities of that series, by mailing such notice to the Holders at their addresses as they shall appear on the Security Register, unless in each case such default has been cured before the mailing or publication of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in Sections 6.01(a), (b), (c), (d) and (e) and any additional events specified in the terms of any series of Debt Securities pursuant to Section 2.01, including periods of grace, if any, provided for therein, and irrespective of the giving of written notice pursuant to Section 6.01 (c) or in the terms of any Debt Securities established pursuant to Section 2.01); except in the case of default in the payment of the principal of (premium, if any), interest, if any, or Additional Amounts, if any, on any of the Debt Securities of such series, the Trustee shall be permitted to withhold such notice if and so long as the board of directors, the executive committee, or a committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Debt Securities of such series.

SECTION 6.08. UNDERTAKING TO PAY COSTS. All parties to this Indenture agree, and each Holder of a Debt Security by his, her or its acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture,

against the Trustee for any action taken or omitted by it as Trustee, the filing by any party li
suit of an undertaking to pay the costs of such suit, and that such court may in its discretion
costs, including reasonable attorneys' fees, against any party litigant in such suit, having due
merits and good faith of the claims or defenses made by such party litigant; provided that, the
this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by an
of any series, or group of such Securityholders, holding in the aggregate more than ten percent

principal amount of all Debt Securities (voting as one class) or to any suit instituted by any S
for the enforcement of the payment of the principal of (or premium, if any), interest, if any, o
Amounts, if any, on any Debt Security on or after the due date expressed in such Debt Security.

ARTICLE Seven

CONCERNING THE TRUSTEE

SECTION 7.01. DUTIES AND RESPONSIBILITIES OF TRUSTEE. The Trustee, prior to the occurrence
Default of a particular series and after the curing of all Events of Default of such series that
occurred, undertakes to perform such duties and only such duties as are specifically set forth i
Indenture. In case an Event of Default with respect to a particular series has occurred (which
cured) the Trustee shall exercise such of the rights and powers vested in it, by this Indenture,
degree of care and skill in its exercise, as a prudent man would exercise or use under the circu
conduct of his own affairs.

No provision of this Indenture shall be construed to relieve the Trustee from liability
negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(a) prior to the occurrence of an Event of Default with respect to a particular series and
of all Events of Default with respect to such series that may have occurred:

(1) the duties and obligations of the Trustee with respect to such series shall be determin
express provisions of this Indenture, and the Trustee shall not be liable except for the perform
duties and obligations as are specifically set forth in this Indenture, and no implied covenants
shall be read into this Indenture against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively re
truth of the statements and the correctness of the opinions expressed therein, upon any certific
furnished to the Trustee and conforming to the requirements of this Indenture; but in the case o
certificates or opinions which by any provision hereof are specifically required to be furnished
the Trustee shall be under a duty to examine the same to determine whether or not they conform t
requirements of this Indenture;

(b) the Trustee shall not be liable for any error of judgment made in good faith by a respo
officers, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent

(c) the Trustee shall not be liable with respect to any action taken or omitted to be taken
faith in accordance with the direction of the Holders of Debt Securities pursuant to Section 6.0
time, method and place, of conducting any proceeding for any remedy available to the Trustee, or
trust or power conferred upon the Trustee, under this Indenture.

No provision of this Indenture shall be construed as requiring the Trustee to expend or
funds or otherwise to incur any personal financial liability in the performance of any of its du
or in the exercise of any of its rights or powers, if there shall be reasonable grounds for beli
repayment of such funds or adequate indemnity against such risk or liability is not reasonably a

SECTION 7.02. RELIANCE ON DOCUMENTS, OPINIONS, ETC. Subject to the provisions of Section 7.

(a) the Trustee may rely, and shall be protected in acting or refraining from acting, upon

certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debe Coupon or other paper or document believed by it to be genuine and to have been signed or present party or parties;

(b) any request, direction, order or demand of the Corporation mentioned herein shall be supported and evidenced by an instrument signed in the name of the Corporation by the President and Chief Executive Officer or the Chief Financial Officer or any Vice President and by the Secretary or any Assistant Secretary (the evidence in respect thereof be herein specifically prescribed); and a Board Resolution may be evidenced by a copy thereof certified by the Secretary or any Assistant Secretary of the Corporation;

(c) the Trustee may consult with counsel and any advice or Opinion of Counsel shall be full authorization and protection in respect of any action taken or suffered by it hereunder in good accordance with such advice or Opinion of Counsel;

(d) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture at the request, order or direction of any of the Securityholders, pursuant to the provisions of the Indenture, unless such Securityholders shall have offered to the Trustee reasonable security or the costs, expenses, and liabilities which might be incurred therein or thereby;

37

(e) the Trustee shall not be bound to make any investigation into the facts or matters stated in any certificate, resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, coupon or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee determines to make such further inquiry or investigation, it shall be entitled to examine the relevant records and premises of the Corporation, personally or by agent or attorney;

(f) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder directly or by or through agents or attorneys, provided, however, that the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder; and

(g) the Trustee shall not be liable for any action taken by it in good faith and believed to be authorized or within the discretion or rights or powers conferred upon it by this Indenture.

SECTION 7.03. NO RESPONSIBILITY FOR RECITALS, ETC. The recitals contained herein and in the other than the Trustee's certificate of authentication, shall be taken as the statements of the Trustee. The Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation to the validity or sufficiency of this Indenture or of the Debt Securities, provided that the Trustee shall be relieved of its duty to authenticate Debt Securities only as authorized by this Indenture. The Trustee shall not be accountable for the use or application by the Corporation of Debt Securities or the proceeds thereof.

SECTION 7.04. OWNERSHIP OF DEBT SECURITIES OR COUPONS. The Trustee or any agent of the Corporation or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Debt Securities with the same rights it would have if it were not Trustee, or an agent of the Corporation or of the Trustee.

SECTION 7.05. MONIES TO BE HELD IN TRUST. Subject to the provisions of Sections 12.04 and 12.05, monies received by the Trustee or any paying agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for any monies received by it hereunder except such as it may agree with the Corporation to pay thereon in the event of any Event of Default shall have occurred and be continuing, all interest allowed on any such monies from time to time upon the written order of the Corporation, signed by its President and Chief Executive Officer or its Chief Financial Officer or any Vice President.

38

SECTION 7.06. COMPENSATION AND EXPENSES OF TRUSTEE. The Corporation covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation, and, expressly provided, the Corporation will pay or reimburse the Trustee upon its request for all reasonable and

expenses, disbursements and advances incurred or made by the Trustee in accordance with any of this Indenture (including the reasonable compensation, expenses and disbursements of its counsel persons not regularly in its employ) except any such expense, disbursement or advance as may arise from negligence or bad faith. If any property other than cash shall at any time be subject to the lien of this Indenture, the Trustee, if and to the extent authorized by a receivership or bankruptcy court of competent jurisdiction or by the supplemental instrument subjecting such property to such lien, shall be permitted to make advances for the purpose of preserving such property or of discharging tax liens or other prior encumbrances hereon. The Corporation also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or reasonable expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, in addition to the reasonable costs and expenses of defending itself against any claim of liability in the premises. The Corporation's obligations under this Section to compensate the Trustee and to pay or reimburse the Trustee for reasonable expenses, disbursements and advances shall constitute additional indebtedness hereunder. Such additional indebtedness shall be secured by a lien prior to that of the Debt Securities upon all funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular Debt Securities or Coupons.

SECTION 7.07. OFFICERS' CERTIFICATE AS EVIDENCE. Subject to the provisions of Section 7.01, the Trustee, in the administration of the provisions of this Indenture, shall be deemed to have acted in good faith if it is proved or established prior to taking or suffering any action to be taken hereunder, such matter as may be required by the provisions of this Indenture (including the reasonable compensation, expenses and disbursements of its counsel persons not regularly in its employ) except any such expense, disbursement or advance as may arise from negligence or bad faith. If any property other than cash shall at any time be subject to the lien of this Indenture, the Trustee, if and to the extent authorized by a receivership or bankruptcy court of competent jurisdiction or by the supplemental instrument subjecting such property to such lien, shall be permitted to make advances for the purpose of preserving such property or of discharging tax liens or other prior encumbrances hereon. The Corporation also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability or reasonable expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, in addition to the reasonable costs and expenses of defending itself against any claim of liability in the premises. The Corporation's obligations under this Section to compensate the Trustee and to pay or reimburse the Trustee for reasonable expenses, disbursements and advances shall constitute additional indebtedness hereunder. Such additional indebtedness shall be secured by a lien prior to that of the Debt Securities upon all funds held or collected by the Trustee as such, except funds held in trust for the benefit of the holders of particular Debt Securities or Coupons.

SECTION 7.08. CONFLICTING INTEREST OF TRUSTEE. The Trustee shall comply with Section 310(b) of the Trust Indenture Act of 1939.

SECTION 7.09. ELIGIBILITY OF TRUSTEE. There shall at all times be a trustee hereunder which is a corporation organized and doing business under the laws of the United States or of any State or of the District of Columbia, which (a) is authorized under such laws to exercise corporate trust powers, (b) is subject to supervision or examination by Federal, State, Territorial or District of Columbia authorities, and (c) shall have at all times a combined capital and surplus of not less than U.S. \$50 million. If a corporation publishes reports of condition at least annually, pursuant to law, or to the requirements of any authority having supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation at any time shall be deemed to be its combined capital and surplus as shown in its most recent report of condition so published. In case at any time the Trustee shall cease to qualify in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and effect specified in Section 7.10.

SECTION 7.10. RESIGNATION OR REMOVAL OF TRUSTEE.

(a) The Trustee, or any trustee or trustees hereafter appointed, may, upon sixty days written notice to the Corporation, at any time resign with respect to one or more or all series by giving written notice to the Corporation by mailing notice of such resignation to the Holders of then outstanding Debt Securities of each series affected at their addresses as they shall appear on the Security Register. Upon receipt of such notice of resignation the Corporation shall promptly appoint a successor trustee with respect to each series by written instrument, in duplicate, executed by order of the Board of Directors of the Corporation, a copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted appointment within thirty days after the mailing of such notice of resignation to the Securityholders, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor trustee, or any Securityholder who has become a Holder of a Debt Security or Debt Securities of the applicable series for at least six months may petition any such court for the appointment of a successor trustee. Such court may thereupon, after such hearing as it may deem proper and prescribe, appoint a successor trustee.

(b) In case at any time any of the following shall occur:

(i) the Trustee shall fail to comply with Section 7.08 with respect to any series of Debt Securities written request therefor by the Corporation or by any Securityholder who has been a bona fide Holder of Debt Securities of such series for at least six months, or

40

(ii) the Trustee shall cease to be eligible in accordance with the provision of Section 7.09 any series of Debt Securities and shall fail to resign after written request therefor by the Corporation or any such Securityholder, or

(iii) the Trustee shall become incapable of acting with respect to any series of Debt Securities adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, a public officer shall take charge or control of the Trustee or of its property or affairs for the rehabilitation, conservation or liquidation, then, in any such case, the Corporation may remove the Trustee with respect to the applicable series of Debt Securities and appoint a successor trustee with respect to such series by written instrument, in duplicate, executed by order of the Board of Directors of the Corporation, which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee. Pursuant to the provisions of Section 6.08, any Securityholder of such series who has been a bona fide Holder of Debt Securities of the applicable series for at least six months may, on behalf of himself or itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor trustee with respect to such series. Such court may, upon such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(c) The Holders of a majority in aggregate principal amount of the Debt Securities of all series (or one class) at the time outstanding may at any time remove the Trustee with respect to Debt Securities of any series and appoint a successor trustee with respect to the Debt Securities of all series.

(d) Any resignation or removal of the Trustee and any appointment of a successor trustee pursuant to the provisions of this Section shall become effective upon acceptance of appointment by the successor trustee provided in Section 7.11.

SECTION 7.11. ACCEPTANCE BY SUCCESSOR TRUSTEE. Any successor trustee appointed as provided herein shall execute, acknowledge and deliver to the Corporation and to its predecessor trustee an instrument of such appointment hereunder, and thereupon the resignation or removal of the predecessor trustee with respect to any applicable series shall become effective and such successor trustee, without any further conveyance, shall become vested with all the rights, powers, duties and obligations with respect to such series of its predecessor hereunder, with like effect as if originally named as trustee herein; but, on request of the Corporation or of the successor trustee, the trustee ceasing to act shall, upon payment of amounts then due it pursuant to the provisions of Section 7.06, execute and deliver an instrument of such appointment to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon request

41

successor trustee, the Corporation shall execute any and all instruments in writing in order more certainly to vest in and confirm to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee for amounts then due it pursuant to the provisions of Section 7.06.

In case of the appointment hereunder of a successor trustee with respect to the Debt Securities of one or more (but not all) series, the Corporation, the predecessor Trustee and each successor trustee with respect to the Debt Securities of any applicable series shall execute and deliver an indenture supplemental to the Indenture which shall contain such provisions as shall be deemed necessary or desirable to confirm that all the trusts and duties of the predecessor Trustee with respect to the Debt Securities of any series of Debt Securities a predecessor Trustee is not retiring shall continue to be vested in the predecessor Trustee, and to change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee, it being understood that nothing in such supplemental indenture shall constitute such trustees co-trustees of the same trust and that each trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts administered by any other such trustee.

No successor trustee shall accept appointment as provided in this Section unless at the acceptance such successor trustee shall be qualified under the provisions of Section 7.08 and the provisions of Section 7.09.

Upon acceptance of appointment by a successor trustee as provided in this Section, the trustee shall give notice of the succession of such trustee hereunder to the Holders of Debt Securities of each class affected, by mailing such notice to such Holders at their addresses as they shall appear on the Register. If the Corporation fails to mail such notice in the prescribed manner within ten days of the acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of the Corporation.

SECTION 7.12. SUCCESSOR BY MERGER, ETC. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger, conversion or reorganization in which the Trustee shall be a party, or any corporation succeeding to the corporate trust business of the Trustee shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 7.08 and eligible under the provisions of Section 7.09, without the execution of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 7.13. LIMITATIONS ON RIGHTS OF TRUSTEE AS CREDITOR. The Trustee shall comply with the Trust Indenture Act of 1939.

ARTICLE Eight

CONCERNING THE SECURITYHOLDERS

SECTION 8.01. ACTION BY SECURITYHOLDERS. Whenever in this Indenture it is provided that the specified percentage in aggregate principal amount of the Debt Securities of any or all series may take any action (including the making of any demand or request, the giving of any notice, consent or waiver of any other action), the fact that at the time of taking any such action the Holders of such specified percentage have joined therein may be evidenced (a) by any instrument or any number of instruments of like tenor executed by Securityholders in person or by agent or proxy appointed in writing, or (b) by the Holders of Debt Securities voting in favor thereof at any meeting of Securityholders duly called in accordance with the provisions of Article Nine, or (c) by a combination of such instrument or instruments in such record of such a meeting of Securityholders.

In determining whether the Holders of a specified percentage in aggregate principal amount of Debt Securities have taken any action (including the making of any demand or request, the waiving of consent or waiver or the taking of any other action), the principal amount of any Original Issue Debt Security that may be counted in making such determination and that shall be deemed to be outstanding for such purposes shall be equal to the amount of the principal thereof that could be declared to be due in the event of an Event of Default pursuant to the terms of such Original Issue Discount Security at the time that such action is evidence to the Trustee.

SECTION 8.02. PROOF OF EXECUTION BY SECURITYHOLDERS. Subject to the provisions of Sections 9.05, proof of the execution of any instrument by a Securityholder or its agent or proxy shall be evidenced by the Security Register or by a certificate of the Security Registrar.

SECTION 8.03. WHO ARE DEEMED ABSOLUTE OWNERS. The Corporation, the Trustee, any paying agent or any Security Registrar may, subject to Section 2.04 hereof, treat the person in whose name any Debt Security shall be registered upon the Security Register as the absolute owner of such Debt Security (not such Debt Security shall be overdue) for the purpose of receiving payment thereof or on account thereof for all other purposes and neither the Corporation, the Trustee, any paying agent, any transfer agent or any Security Registrar shall be affected by any notice to the contrary.

SECTION 8.04. CORPORATION-OWNED DEBT SECURITIES DISREGARDED. In determining whether the Holders of a specified percentage in aggregate principal amount of Debt Securities have concurred in any direction, consent or waiver of any other action under this Indenture, Debt Securities that are owned by the Corporation or by any person directly or indirectly or controlling or controlled by or under direct or indirect common control with the Corporation, shall be disregarded.

disregarded and deemed not to be outstanding for the purpose of any such determination, except the purpose of determining whether the Trustee shall be protected in relying on any such direction, only Debt Securities that the Trustee knows are so owned shall be disregarded. Debt Securities have been pledged in good faith may be regarded as outstanding for the purposes of this Section

shall establish to the satisfaction of the Trustee the pledgee's right to vote such Debt Security if the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect control with the Corporation. In the case of a dispute as to such right, any decision by the Trustee on the advice of counsel shall be full protection to the Trustee.

SECTION 8.05. REVOCATION OF CONSENTS; FUTURE SECURITYHOLDERS BOUND. At any time prior to the taking of any action by the Holders of the percentage in aggregate principal amount of the Debt Securities specified in the Indenture in connection with such action, any Holder of a Debt Security the identifying number of which is set forth by the evidence to be included in the Debt Securities the Holders of which have consented to such action shall file with the Trustee written notice with the Trustee at its office and upon proof of holding as provided in Section 8.04 to revoke such action so far as concerns such Debt Security. Except as aforesaid any such action taken by any Holder of any Debt Security shall be conclusive and binding upon such Holder and upon all future owners of such Debt Security and of any Debt Security issued in exchange or substitution thereof whether or not any notation in regard thereto is made upon such Debt Security. Any action taken by the Holders of the percentage in aggregate principal amount of the Debt Securities specified in this Indenture in connection with such action shall be conclusively binding upon the Corporation, the Trustee and the Holders of the Debt Securities of each series intended to be affected thereby.

ARTICLE Nine

SECURITYHOLDERS' MEETINGS

SECTION 9.01. PURPOSES OF MEETINGS. A meeting of Securityholders of any or all series may be held at any time and from time to time pursuant to the provisions of this Article for any of the following purposes:

- (1) to give any notice to the Corporation or to the Trustee, or to give any directions to the Corporation or to the Trustee to waive any default hereunder and its consequences, or to take any other action authorized to be taken by the Securityholders pursuant to any of the provisions of Article Six;
- (2) to remove the Trustee and appoint a successor trustee pursuant to the provisions of Article Six;

-
- (3) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 10.02; or
 - (4) to take any other action authorized to be taken by or on behalf of the Holders of any series of the Debt Securities of any or all series, as the case may be, under the provisions of this Indenture or under applicable law.

SECTION 9.02. CALL OF MEETINGS BY TRUSTEE. The Trustee may at any time call a meeting of the Holders of the Debt Securities of any or all series to take any action specified in Section 9.01, to be held at such place in the Borough of Manhattan, The City of New York, as the Trustee shall determine. Notice of the meeting shall be given to the Holders of Debt Securities of any or all series, setting forth the time and place of such meeting and the general terms of the action proposed to be taken at such meeting, shall be given to all Holders of the Debt Securities of each series that may be affected by the action proposed to be taken at such meeting by mailing such notice to such Holders at their addresses as they shall appear on the Security Register of the Corporation not less than twenty nor more than one hundred eighty days prior to the date fixed for the meeting. Failure to give such notice, or any defect therein, shall in no case affect the validity of any action taken at such meeting. Any meeting of Holders of Debt Securities of all or any series shall be

notice if the Holders of all such Debt Securities outstanding, the Corporation and the Trustee a person or by proxy or shall have waived notice thereof before or after the meeting. The Trustee advance, a date as the record date for determining the Holders entitled to notice of or to vote meeting at not less than twenty or more than one hundred eighty days prior to the date fixed for

SECTION 9.03. CALL OF MEETINGS BY CORPORATION OR SECURITYHOLDERS. In case at any time the C pursuant to a Board Resolution, or the Holders of at least ten percent in aggregate principal am Securities of any or all series, as the case may be, then outstanding, shall have requested the meeting of Securityholders of any or all series to take any action authorized in Section 9.01, b setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trust mailed or published, as provided in Section 9.02, the notice of such meeting within thirty days such request, then the Corporation or the Holders of such Debt Securities in the amount above sp determine the time and the place in said Borough of Manhattan, The City of New York, by mailing provided in Section 9.02.

SECTION 9.04. QUALIFICATION FOR VOTING. To be entitled to vote at any meeting of Securityho shall be a Holder of one or more Debt Securities of a series with respect to which a meeting is person appointed by instrument in writing as proxy by such a Holder. The only persons who shall be present or to speak at any meeting of the Securityholders shall be the persons entitled to vo

meeting and their counsel and any representatives of the Trustee and its counsel and any represe Corporation and its counsel.

SECTION 9.05. REGULATIONS. Notwithstanding any other provisions of this Indenture, the Trus reasonable regulations as it may deem advisable for any meeting of Securityholders, in regard to holding of Debt Securities and of the appointment of proxies, and in regard to the appointment a inspectors of votes, the submission and examination of proxies, certificates and other evidence vote, and such other matters concerning the conduct of the meeting as it shall think fit.

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the mee meeting shall have been called by the Corporation or by Securityholders as provided in Section 9 case the Corporation or the Securityholder calling the meeting, as the case may be, shall in lik a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be el the Holders of a majority in principal amount of the Debt Securities represented at the meeting vote.

Subject to the provisions of Sections 8.01 and 8.04, at any meeting each Securityholder be entitled to one vote for each U.S. \$1,000 principal amount of Debt Securities held or represe or it; provided, however, that no voteshall be cast or counted at any meeting in respect of any challenged as not outstanding and ruled by the chairman of the meeting not to be outstanding. T the meeting shall have no right to vote except as a Securityholder or proxy. Any meeting of Sec called pursuant to the provisions of Section 9.02 or 9.03 may be adjourned from time to time, an be held as so adjourned without further notice.

SECTION 9.06. VOTING. The vote upon any resolution submitted to any meeting of Securityhold written ballot on which shall be subscribed the signatures of the Securityholders or proxies and be inscribed the identifying number or numbers or to which shall be attached a list of identifi Debt Securities held or represented by them. The permanent chairman of the meeting shall appoin of votes who shall count all votes cast at the meeting for or against any resolution and who sha with the secretary of the meeting their verified reports in duplicate of all votes cast at the m in duplicate of the proceedings of each meeting of Securityholders shall be prepared by the secr meeting and there shall be attached to said record the original reports of the inspectors of vot ballot taken thereat and affidavit by one or more persons having knowledge of the facts setting the notice of the meeting and showing that said notice was mailed as provided in Section 9.02 or The record shall be signed and verified by the permanent chairman and secretary of the meeting a duplicates shall be delivered to the Corporation and the other to the Trustee to be preserved by latter to have attached thereto the ballots voted at the meeting.

Any record so signed and verified shall be conclusive evidence of the matters therein s

ARTICLE Ten

SUPPLEMENTAL INDENTURES

SECTION 10.01. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF SECURITYHOLDERS. The Corporation, by Board Resolution, and the Trustee may from time to time and at any time enter into an indenture supplemental hereto (which shall conform to the provisions of the Trust Indenture Act of 1939) for the following purposes:

(a) to evidence the succession of another entity to the Corporation, or successive successions, and the assumption by any successor entity of the covenants, agreements and obligations of the Corporation under Article Eleven hereof;

(b) to add to the covenants of the Corporation such further covenants, restrictions, conditions and provisions as its Board of Directors and the Trustee shall consider to be for the protection of the Debt Securities of any or all series, or the Coupons appertaining to such Debt Securities, and to provide for the occurrence and continuance, of a default in any of such additional covenants, conditions or provisions a default or an Event of Default with respect to any or all series and to provide for the enforcement of all or any of the several remedies provided in this Indenture as herein set forth and to provide for a period of grace, if any, and subject to such conditions as such supplemental indenture may provide;

(c) to add or change any of the provisions of this Indenture to such extent as shall be necessary to create or facilitate the issuance of Debt Securities of any series in bearer form, registrable or not registrable, principal, and with or without interest Coupons, and to provide for exchangeability of such Debt Securities issued hereunder in fully registered form and to make all appropriate changes for such purpose and to add or change any of the provisions of this Indenture to such extent as shall be necessary to create or facilitate the issuance of uncertificated Debt Securities of any series;

(d) to cure any ambiguity or to correct or supplement any provision contained herein or in any other indenture that may be defective or inconsistent with any other provision contained herein or in any other indenture; or to make such other provisions in regard to matters or questions arising under this Indenture shall not adversely affect the interests of the Holders of any series of Debt Securities or any other matters appertaining to such Debt Securities;

(e) to convey, transfer, assign, mortgage or pledge any property to or with the Trustee;

(f) to evidence and provide for the acceptance and appointment hereunder by a successor trustee of the Debt Securities of one or more series and to add or change provisions of this Indenture as may be necessary to provide for or facilitate the administration of the trusts hereunder by more than one trustee pursuant to Section 7.11;

(g) to establish the form or terms of Debt Securities of any series as permitted by Section 7.11 and

(h) to change or eliminate any provision of this Indenture, provided that any such change shall become effective only when there is no Debt Security outstanding of any series created prior to the execution of such supplemental indenture that is entitled to the benefit of such provision or (i) shall not apply to any Debt Security outstanding.

The Trustee is hereby authorized to join with the Corporation in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations that may be therein contained.

accept the conveyance, transfer, assignment, mortgage or pledge of any property thereunder, but not be obligated to enter into any such supplemental indenture that adversely affects the Trustee duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section may be executed Corporation and the Trustee without the consent of the Holders of any of the Debt Securities at outstanding, notwithstanding any of the provisions of Section 10.02.

SECTION 10.02. SUPPLEMENTAL INDENTURES WITH CONSENT OF SECURITYHOLDERS. With the consent (ev provided in Section 8.01) of the Holders of not less than a majority in the aggregate principal Debt Securities of all series at the time outstanding affected by such supplemental indenture (v class), the Corporation, when authorized by a Board Resolution, and the Trustee may from time to time enter into an indenture or indentures supplemental hereto for the purpose of adding any pro changing in any manner or eliminating any of the provisions of this Indenture or of any supleme or modifying in any manner the rights of the Holders of the Debt Securities of each such series appertaining to such Debt Securities; provided, however, that no such supplemental indenture sha fixed maturity of any Debt Securities, or reduce the principal amount thereof (or premium, if an rate or extend the time of payment of any interest or Additional Amounts thereon or reduce the a payable upon acceleration of the maturity thereof or the amount provable in bankruptcy, or make

48

(premium, if any) or interest, if any, or Additional Amounts, if any, on any Debt Security payab currency other than that provided in such Debt Security, (ii) impair the right to institute suit enforcement of any such payment on or after the Stated Maturity (or, in the case of redemption, Redemption Date) or (iii) reduce the aforesaid percentage of Debt Securities, the consent of the is required for any such supplemental indenture, or the percentage required for the consent of t pursuant to Section 6.01 to waive defaults, without the consent of the Holder of each Debt Secur

Upon the request of the Corporation, accompanied by a copy of a Board Resolution certif Secretary or an Assistant Secretary of the Corporation authorizing the execution of any such sup indenture, and upon the filing with the Trustee of evidence of the consent of Securityholders as Trustee shall join with the Corporation in the execution of such supplemental indenture unless s indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwi the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental i

It shall not be necessary for the consent of the Securityholders under this Section to particular form of any proposed supplemental indenture, but it shall be sufficient if such conse the substance thereof.

Promptly after the execution and delivery by the Corporation and the Trustee of any sup indenture pursuant to the provisions of this Section, the Trustee shall give notice of such supp indenture to the Holders of then outstanding Debt Securities of each series affected thereby, by thereof by first class mail to such Holders at their addresses as they shall appear on the Secur such notice shall set forth in general terms the substance of such supplemental indenture. Any Corporation to mail or publish such notice, or any defect therein, shall not, however, in any wa affect the validity of any such supplemental indenture.

SECTION 10.03. COMPLIANCE WITH TRUST INDENTURE ACT; EFFECT OF SUPPLEMENTAL INDENTURES. Any s indenture executed pursuant to the provisions of this Article Ten shall comply with the Trust In 1939. Upon the execution of any supplemental indenture pursuant to the provisions of this Artic Indenture shall be and be deemed to be modified and amended in accordance therewith and the resp limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, t and the Holders of Debt Securities shall thereafter be determined, exercised and enforced hereun all respects to such modifications and amendments, and all the terms and conditions of any such indenture shall be and be deemed to be part of the terms and conditions of this Indenture for an purposes.

49

The Trustee, subject to the provisions of Sections 7.01 and 7.02, shall be provided an Certificate and an Opinion of Counsel as conclusive evidence that any such supplemental indentur the provisions of this Article Ten.

SECTION 10.04. NOTATION ON DEBT SECURITIES. Debt Securities of any series authenticated and the execution of any supplemental indenture pursuant to the provisions of this Article Ten may b form approved by the Trustee as to any matter provided for in such supplemental indenture. New of any series so modified as to conform, in the opinion of the Trustee and the Board of Director Corporation, to any modification of this Indenture contained in any such supplemental indenture by the Corporation, authenticated by the Trustee and delivered, without charge to the Securityho exchange for the Debt Securities of such series then outstanding.

ARTICLE Eleven

CONSOLIDATION, MERGER, SALE OR CONVEYANCE

SECTION 11.01. CORPORATION MAY CONSOLIDATE, ETC., ON CERTAIN TERMS. The Corporation covenant not merge or consolidate with any other entity or sell or convey all or substantially all of its person or entity, unless (i) either the Corporation shall be the continuing corporation, or the (if other than the Corporation) shall be an entity organized and existing under the laws of the America or any State thereof and such successor entity shall expressly assume, by a supplemental form satisfactory to the Trustee and executed and delivered to the Trustee by such successor ent punctual payment of the principal of (and premium, if any), interest, if any, and Additional Amo all the Debt Securities and any Coupons, according to theirtenor, and the due and punctual perf observance of all of the covenants and conditions of this Indenture to be performed or satisfied Corporation, (ii) immediately after giving effect to such merger or consolidation, or such sale Event of Default, and no event that, after notice or lapse of time or both, would become an Even shall have occurred and be continuing and (iii) the Corporation shall have delivered to the Trus Certificate and an Opinion of Counsel, each stating, that such consolidation, merger, sale or co supplemental indenture, and any such assumption by the successor entity, complies with the provi Article Eleven.

SECTION 11.02. SUCCESSOR CORPORATION SUBSTITUTED. In case of any such consolidation, merger, conveyance and upon any such assumption by the successor entity, such successor entity shall suc substituted for the Corporation, with the same effect as if it had been named herein as the part part. Such successor entity thereupon may cause to be signed, and may issue in its own name, an Debt Securities, and any Coupons appertaining thereto, issuable hereunder which theretofore shall signed by the Corporation and delivered to the Trustee; and, upon the order of such successor en

the Corporation, and subject to all the terms, conditions and limitations prescribed in this Ind Trustee shall authenticate and shall deliver any Debt Securities or Coupons which previously sha signed and delivered by the officers of the Corporation to the Trustee for authentication, and a Securities or Coupons that such successor entity thereafter shall cause to be signed and deliver for that purpose. All of the Debt Securities, and any Coupons appertaining thereto, so issued s respects have the same legal rank and benefit under this Indenture as the Debt Securities or Cou or thereafter issued in accordance with the terms of this Indenture as though all of such Debt S any Coupons appertaining thereto, had been issued at the date of the execution hereof.

In case of any such consolidation, merger, sale or conveyance, such changes in phraseol not in substance) may be made in the Debt Securities and Coupons thereafter to be issued as may

SECTION 11.03. CERTIFICATE TO TRUSTEE. On or before April 1, 2004, and on or before April 1 thereafter, the Corporation will deliver to the Trustee an Officers' Certificate signed by the C principal executive officer, principal financial officer or principal accounting officer, as to knowledge of the Corporation's compliance with all conditions and covenants under this Indenture to be determined without regard to any period of grace or requirement of notice provided under t as required by Section 314(a)(4) of the Trust Indenture Act of 1939.

ARTICLE Twelve

SATISFACTION AND DISCHARGE OF INDENTURE;
UNCLAIMED MONIES

SECTION 12.01. DISCHARGE OF INDENTURE. If at any time (i) the Corporation shall have delivered for cancellation all Debt Securities of any series theretofore authenticated (other than any Debt Securities of such series and Coupons pertaining thereto that shall have been destroyed, lost or stolen and then replaced or paid as provided in Section 2.07) or (ii) all Debt Securities of any series and Coupons pertaining to such Debt Securities not theretofore delivered to the Trustee for cancellation and due and payable, or are by their terms to become due and payable within one year or are to be redeemed within one year under arrangements satisfactory to the Trustee for the giving of notice

51

and the Corporation shall deposit or cause to be deposited with the Trustee as trust funds the amount (other than monies repaid by the Trustee or any paying agent to the Corporation in accordance with Section 12.05) sufficient to pay at maturity or upon redemption or repayment all Debt Securities of such series and all Coupons pertaining to such Debt Securities not theretofore delivered to the Trustee for cancellation and that shall have been replaced or paid as provided in Section 2.07), including principal (if any), interest, if any, and Additional Amounts, if any, due or to become due to such date of Redemption Date or Repayment Date, as the case may be, and if in either case the Corporation shall cause to be paid all other sums payable hereunder by the Corporation with respect to such series. This Indenture shall cease to be of further effect with respect to the Debt Securities of such series and Coupons pertaining to such Debt Securities, and the Trustee, on demand of and at the cost and expense of the Corporation and subject to Section 14.04, shall execute proper instruments acknowledging satisfaction in discharging this Indenture with respect to the Debt Securities of such series and all Coupons pertaining to such Debt Securities. The Corporation agrees to reimburse the Trustee for any costs or expenses reasonably and properly incurred by the Trustee in connection with this Indenture or the Debt Securities of such series or any Coupons pertaining to such Debt Securities.

SECTION 12.02. SATISFACTION, DISCHARGE AND DEFEASANCE OF DEBT SECURITIES OF ANY SERIES. If a provision is made for the defeasance of Debt Securities of a series, then the provisions of Section 12.02 shall be applicable except as otherwise specified as contemplated by Section 2.01. At the Corporation's option, either (a) the Corporation shall be deemed to have satisfied and discharged the entire indebtedness on all the outstanding Debt Securities of any such series at the expense of the Corporation, shall execute proper instruments acknowledging satisfaction in discharging this Indenture with respect to the Debt Securities of such series and all Coupons pertaining to such Debt Securities, or (b) the Corporation shall cease to be under any obligation to comply with a provision, condition or covenant specified as contemplated by Section 2.01, when

(a) either

(1) with respect to all outstanding Debt Securities of such series,

(i) the Corporation has deposited or caused to be deposited with the Trustee as trust funds an amount (in such currency in which such outstanding Debt Securities and any related Coupons are specified as payable at Stated Maturity) sufficient to pay and discharge the entire indebtedness on all the outstanding Debt Securities of such series for principal (and premium, if any), interest, if any, and Additional Amounts, if any, to the Stated Maturity or any Redemption Date as contemplated by the last paragraph of Section 12.02, as the case may be; or

52

(ii) the Corporation has deposited or caused to be deposited with the Trustee as trust funds an amount (in such currency in which such outstanding Debt Securities and any related Coupons are specified as payable at Stated Maturity) sufficient to pay and discharge the entire indebtedness on all the outstanding Debt Securities of such series for principal (and premium, if any), interest, if any, and Additional Amounts, if any, to the Stated Maturity or any Redemption Date as contemplated by the last paragraph of Section 12.02, as the case may be; or

principal and interest in such amounts and at such times as will, together with the income to ac without reinvesting any proceeds thereof), be sufficient to pay and discharge the entire indebte outstanding Debt Securities of such series for principal (and premium, if any), interest, if any Amounts , if any, to the Stated Maturity or any Redemption Date as contemplated by the last para Section 12.02, as the case may be; or

(2) the Corporation has properly fulfilled such other terms and conditions of the satisfact as is specified, as contemplated by Section 2.01, as applicable to the Debt Securities of such s

(b) the Corporation has paid or caused to be paid all other sums payable with respect to th Debt Securities of such series, and

(c) The Corporation has delivered to the Trustee an Opinion of Counsel stating that (i) the received from, or there has been published by, the Internal Revenue Service a ruling or (ii) sin execution of this Indenture, there has been a change in the applicable Federal income tax law, i the effect that, and based thereon such opinion shall confirm that, the holders of the outstandi Securities and any related Coupons will not recognize income, gain or loss for Federal income ta result of such deposit, defeasance and discharge and will be subject to Federal income tax on th and in the same manner and at the same times, as would have been the case if such deposit, defea discharge had not occurred, and

(d) the Corporation has delivered to the Trustee an Officers' Certificate and an Opinion of stating that all conditions precedent herein provided for relating to the satisfaction and disch entire indebtedness on all outstanding Debt Securities of any such series have been complied wit

Any deposits with the Trustee referred to in Section 12.02(1)(A) above shall be irrevoc made under the terms of an escrow trust agreement in form and substance satisfactory to the Trus outstanding Debt Securities of such series are to be redeemed prior to their Stated Maturity, wh an optional redemption provision or in accordance with any mandatory sinking fund requirement or applicable escrow trust agreement shall provide therefor and the Corporation shall make such arr satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, a expense, of the Corporation.

SECTION 12.03. DEPOSITED MONIES TO BE HELD IN TRUST BY TRUSTEE. All monies deposited with th pursuant to Section 12.01 or 12.02 shall be held in trust and applied by it to the payment, eith through any paying agent (including the Corporation acting as its own paying agent), to the Hold particular Debt Securities and of any Coupons appertaining to such Debt Securities for the payme of which such monies have been deposited with the Trustee, of all sums due and to become due the principal (and premium, if any), interest, if any, and Additional Amounts, if any.

SECTION 12.04. PAYING AGENT TO REPAY MONIES HELD. In connection with the satisfaction and di Indenture with respect to Debt Securities of any series, all monies with respect to such Debt Se held by any paying agent under the provisions of this Indenture shall, upon demand of the Corpor to it or paid to the Trustee and thereupon such paying agent shall be released from any further respect to such monies.

SECTION 12.05. RETURN OF UNCLAIMED MONIES. Any monies deposited with or paid to the Trustee agent for the payment of the principal of (and premium, if any), interest, if any, and Additiona any, on any Debt Security and not applied but remaining unclaimed for two years after the date u principal (and premium, if any), interest, if any, and Additional Amounts, if any, shall have be payable, shall, unless otherwise required by mandatory provisions of applicable escheat or aband property law, be repaid to the Corporation by the Trustee or such paying agent on demand, and th Debt Security or any Coupon appertaining to such Debt Security shall, unless otherwise required provisions of applicable escheat or abandoned or unclaimed property law, thereafter look only to for any payment that such Holder may be entitled to collect and all liability of the Trustee or with respect to such monies shall thereupon cease.

SECTION 13.01. INDENTURE AND DEBT SECURITIES SOLELY CORPORATE OBLIGATIONS. No recourse under obligation, covenant or agreement contained in this Indenture or any indenture supplemental here Debt Security, or because or on account of any indebtedness evidenced thereby, shall be had against present or future incorporator, stockholder, officer or director, or other applicable principal, Corporation or of any successor entity, either directly or through the Corporation or any successor any rule of law, statute or constitutional provision or by the enforcement of any assessment or equitable proceeding or otherwise, all such liability being expressly waived and released by the the Debt Securities by the Holders thereof and as part of the consideration for the issue of the and Coupons.

ARTICLE Fourteen

MISCELLANEOUS PROVISIONS

SECTION 14.01. BENEFITS OF INDENTURE RESTRICTED TO PARTIES AND SECURITYHOLDERS. Nothing in this Indenture or in the Debt Securities or Coupons, expressed or implied, shall give or be construed to give to a party other than the parties hereto and their successors and the Holders of the Debt Securities or Coupons, any equitable right, remedy or claim under this Indenture or under any covenant or provision herein contained, such covenants and provisions being for the sole benefit of the parties hereto and their successors and the Holders of the Debt Securities or Coupons.

SECTION 14.02. PROVISIONS BINDING ON CORPORATION'S SUCCESSORS. All the covenants, stipulations and agreements contained in this Indenture by or on behalf of the Corporation shall bind its successors and its assigns whether so expressed or not.

SECTION 14.03. ADDRESSES FOR NOTICES, ETC. Any notice or demand that by any provision of this Indenture is required or permitted to be given or served by the Trustee or by the Holders of Debt Securities shall be given or served by the Corporation or its assigns. Any notice or demand may be given or served by being deposited postage prepaid first class mail in a post box addressed (until another address is filed by the Corporation with the Trustee), as follows: Corporation, 401 Elliot Avenue West, Suite 500, Seattle, WA 98119, Attention Joann Reiter, Vice President and General Counsel. Any notice, direction, request or demand by any Securityholder to or upon the Trustee shall be deemed to have been sufficiently given or made, for all purposes, if given or made in writing at its Corporate Office, which is, at the date of this Indenture, 1420 Fifth Avenue, 7th Floor, Seattle, WA 98101, Attention Sherrie Pantle.

SECTION 14.04. EVIDENCE OF COMPLIANCE WITH CONDITIONS PRECEDENT. Upon any application or demand by the Corporation to the Trustee to take any action under any of the provisions of this Indenture, the Corporation shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent have been complied with, except that in the event of such application or demand as to which the furnishing of such documents is specifically required by this Indenture relating to such particular application or demand, no additional certificate or opinion shall be furnished.

Each certificate or opinion provided for in this Indenture and delivered to the Trustee shall include (1) a statement that the person making such certificate or opinion has read such covenant or condition, (2) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in the certificate or opinion are based, (3) a statement that, in the opinion of such person, he or she has conducted an examination or investigation as is necessary to enable him or her 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 or not, in the opinion of such person, such condition or covenant has been complied with.

SECTION 14.05. LEGAL HOLIDAYS. In any case where the Interest Payment Date, Stated Maturity Redemption Date of any Debt Securities shall not be a Business Day in a city where payment there then payment of any interest, premium or Additional Amounts on, or principal of, such Debt Secur of Debt Securities need not be made on such date in such city but may be made on the next succee with the same force and effect as if made on the date of maturity or the date fixed for redempti and no interest shall accrue for the period after such date.

SECTION 14.06. TRUST INDENTURE ACT TO CONTROL. If and to the extent that any provision of th limits, qualifies or conflicts with another provision included in this Indenture by operation of 317, inclusive, of the Trust Indenture Act of 1939 (an "incorporated provision"), such incorpora shall control.

SECTION 14.07. EXECUTION IN COUNTERPARTS. This Indenture may be executed in any number of co of which shall be an original; but such counterparts shall together constitute one and the same

SECTION 14.08. NEW YORK CONTRACT. This Indenture and each Debt Security shall be deemed to b under the laws of the State of New York, and for all purposes shall be governed by and construed with the laws of said State, regardless of the laws that might otherwise govern under applicable principles of conflicts of law and except as may otherwise be required by mandatory provisions o claims or proceedings in respect of this Indenture shall be heard in a federal or state court lo State of New York.

SECTION 14.09. SEVERABILITY OF PROVISIONS. Any prohibition, invalidity or unenforceability o of this Indenture in any jurisdiction shall not invalidate or render unenforceable the remaining hereto in such jurisdiction and shall not invalidate or render unenforceable such provisions in jurisdiction.

SECTION 14.10. CORPORATION RELEASED FROM INDENTURE REQUIREMENTS UNDER CERTAIN CIRCUMSTANCES. Indenture the Corporation shall be required to do or not to do any thing so long as any of the D any series shall be Outstanding, the Corporation shall, notwithstanding any such provision, not comply with such provisions if it shall be entitled to have this Indenture satisfied and dischar the provisions hereof, even though in either case the Holders of any of the Debt Securities of t have failed to present and surrender them for payment pursuant to the terms of this Indenture.

ARTICLE Fifteen

SINKING FUNDS

SECTION 15.01. APPLICABILITY OF ARTICLE. The provisions of this Article shall be applicable fund for the retirement of Debt Securities of a series except as otherwise specified as contempl Section 2.01 for Debt Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Debt Securi series is herein referred to as a "mandatory sinking fund payment", and any payment in excess of amount provided for by the term of Debt Securities of any series is herein referred to as an "op fund payment." If provided for by the terms of Debt Securities of any series, the amount of any payment may be subject to reduction as provided in Section 15.02. Each sinking fund payment sha the redemption of Debt Securities of any series as provided for by the terms of Debt Securities

SECTION 15.02. SATISFACTION OF SINKING FUND PAYMENTS WITH DEBT SECURITIES. The Corporation (Outstanding Debt Securities of a series (other than any previously called for redemption), and (credit Debt Securities of a series which have been redeemed either at the election of the Corpor the terms of such Debt Securities or through the application of permitted optional sinking fund to the terms of such Debt Securities, in each case in satisfaction of all or any part of any sin with respect to the Debt Securities of such series required to be made pursuant to the terms of Securities as provided for by the terms of such series; provided that such Debt Securities have previously so credited. Such Debt Securities shall be received and credited for such purpose by the Redemption Price specified in such Debt Securities for redemption through operation of the s the amount of such sinking fund payment shall be reduced accordingly. If as a result of the del

of Debt Securities in lieu of cash payments pursuant to this Section 15.02, the principal amount Securities to be redeemed in order to exhaust the aforesaid cash payment shall be less than \$100 need not call Debt Securities for redemption, except upon Corporation Order, and such cash payme by the Trustee or a Paying Agent and applied to the next succeeding sinking fund payment, provid the Trustee or such Paying Agent shall at the request of the Corporation from time to time pay o

to the Corporation any cash payment so being held by the Trustee or such Paying Agent upon deliv Corporation to the Trustee of Debt Securities purchased by the Corporation having an unpaid prin equal to the cash payment requested to be released to the Corporation.

SECTION 15.03. REDEMPTION OF DEBT SECURITIES FOR SINKING FUND. Not less than 60 days prior t fund payment date for any series of Debt Securities (unless a shorter period shall be satisfacto Trustee), the Corporation will deliver to the Trustee an Officers' Certificate specifying the am ensuing sinking fund payment for that series pursuant to the terms of that series, the portio t which is to be satisfied by payment of cash, the portion thereof, if any, which is to be satisfi Debt Securities of that series pursuant to Section 15.02 and the basis for any such credit and, concurrently with the delivery of such Officers' Certificate, will also deliver to the Trustee a Securities to be so credited and not theretofore delivered to the Trustee. Not less than 30 day shorter period shall be satisfactory to the Trustee) before each such sinking fund payment date select the Debt Securities to be redeemed upon such sinking fund payment date in the manner spec Section 15.03 and cause notice of the redemption thereof to be given in the name of and at the e Corporation in the manner provided in Section 3.02. Such notice having been duly given, the red Debt Securities shall be made upon the terms and in the manner stated in Sections 3.03 and 3.04.

ARTICLE Sixteen

REPAYMENT AT THE OPTION OF HOLDERS

SECTION 16.01. APPLICABILITY OF ARTICLE. Debt Securities of any series that are repayable at the Holders thereof before their Stated Maturity shall be repaid in accordance with their terms otherwise specified pursuant to Section 2.01 for Debt Securities of such series) in accordance w

SECTION 16.02. REPAYMENT OF DEBT SECURITIES. Each Debt Security that is subject to repayment part at the option of the Holder thereof on a Repayment Date shall be repaid at the applicable R together with interest accrued to such Repayment Date as specified pursuant to Section 2.01.

SECTION 16.03. EXERCISE OF OPTION; NOTICE. Each Holder desiring to exercise such Holder's op repayment shall, as conditions to such repayment, surrender the Debt Security to be repaid in wh together with written notice of the exercise of such option at any office or agency of the Corpo of Payment, not less than 30 nor more than 45 days prior to the Repayment Date. Such notice, wh irrevocable, shall specify the principal amount of such Debt Security to be repaid, which shall minimum authorized denomination for such Debt Security or an integral multiple thereof, and shal Debt Security to be repaid and, in the case of a partial repayment of the Debt Security, shall s denomination or denominations of the Debt Security or Debt Securities of the same series to be i Holder for the portion of the principal of the Debt Security surrendered which is not to be repa

The Corporation shall execute and the Trustee shall authenticate and deliver without se the Holder of any Debt Security so surrendered a new Debt Security of the same series, of any au denomination specified in the foregoing notice, in an aggregate principal amount equal to any po principal of the Debt Security so surrendered which is not to be repaid.

For all purposes of this Indenture, unless the context otherwise requires, all provisio the repayment of Debt Securities shall relate, in the case of any Debt Security repaid or to be part, to the portion of the principal of such Debt Security which has been or is to be repaid.

SECTION 16.04. ELECTION OF REPAYMENT BY REMARKETING ENTITIES. The Corporation may elect, wit

Securities of any series which are repayable at the option of the Holders thereof before their S at any time prior to any Repayment Date to designate one or more Remarketing Entities to purchas equal to the Repayment Price, Debt Securities of such series from the Holders thereof who give n surrender their Debt Securities in accordance with Section 16.03.

SECTION 16.05. DEBT SECURITIES PAYABLE ON THE REPAYMENT DATE. Notice of exercise of the opti having been given and the Debt Securities so to be repaid having been surrendered as aforesaid, Securities shall, unless purchased in accordance with Section 16.04, on the Repayment Date becom at the price therein specified and from and after the Repayment Date such Debt Securities shall interest and shall be paid on the Repayment Date, unless the Corporation shall default in the pa price, in which case the Corporation shall continue to be obligated for the principal amount of Securities and shall be obligated to pay interest on such principal amount at the rate borne by Securities from time to time until payment in full of such principal amount.

59

ARTICLE Seventeen

SUBORDINATION OF DEBT SECURITIES

SECTION 17.01. DEBT SECURITIES SUBORDINATE TO SENIOR DEBT. The Corporation covenants and agr in this Indenture or the Debt Securities of any series to the contrary notwithstanding, the inde evidenced by the Debt Securities of each series or any Coupons appurtenant thereto is subordinat right of payment to all Senior Debt to the extent provided herein, and each Holder of Debt Secur series or any Coupons appurtenant thereto, by such Holder's acceptance thereof, likewise covenan the subordination herein provided and shall be bound by the provisions hereof. Senior Debt shall Senior Debt and entitled to the benefits of these subordination provisions irrespective of any a modification or waiver of any term of the Senior Debt or extension or renewal of the Senior Debt

In the event that the Corporation shall default in the payment of any principal of (or or interest on any Senior Debt when the same become due and payable, whether at maturity or at a prepayment or by declaration of acceleration or otherwise, then, upon written notice of such def Corporation by the Holders of Senior Debt or any trustee therefor, unless and until such default cured or waived or shall have ceased to exist, no direct or indirect payment (in cash, property, set-off or otherwise) shall be made or agreed to be made on account of the principal of (or prem interest on any of the Debt Securities, or in respect of any redemption, repayment, retirement, acquisition of any of the Debt Securities.

In the event of

- (a) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, co other similar proceeding relating to the Corporation, its creditors or its property,
- (b) any proceeding for the liquidation, dissolution or other winding up of the Corporation, involuntary, whether or not involving insolvency or bankruptcy proceedings,
- (c) any assignment by the Corporation for the benefit of creditors, or
- (d) any other marshalling of the assets of the Corporation,

all Senior Debt (including any interest thereon accruing after the commencement of any such proc first be paid in full before any payment or distribution, whether in cash, securities or other p made to any Holder of any of the Debt Securities or Coupons on account thereof. Any payment or whether in cash, securities or other property (other than securities of the Corporation or any o provided for by a plan of reorganization or readjustment the payment of which is subordinate, at

60

extent provided in these subordination provisions with respect to the indebtedness evidenced by Securities, to the payment of all Senior Debt at the time outstanding and to any securities issued thereof under any such plan of reorganization or readjustment), which would otherwise (but for the subordination provisions) be payable or deliverable in respect of the Debt Securities of any series. Coupons appurtenant thereto shall be paid or delivered directly to the Holders of Senior Debt in the priorities then existing among such Holders until all Senior Debt (including any interest then due after the commencement of any such proceedings) shall have been paid in full. In the event of a proceeding, after payment in full of all sums owing with respect to Senior Debt, the Holders of Securities and Coupons, together with the Holders of any obligations of the Corporation ranking ahead of the Debt Securities, shall be entitled to be paid from the remaining assets of the Corporation at the time due and owing on account of unpaid principal of (and premium, if any) and interest on the Debt and such other obligations before any payment or other distribution, whether in cash, property or otherwise, shall be made on account of any capital stock or any obligations of the Corporation ranking junior to the Debt Securities and such other obligations.

In the event that, notwithstanding the foregoing, any payment or distribution of any security, whether in cash, securities or other property (other than securities of the Corporation) is made in accordance with a plan of reorganization or readjustment the payment of which is subject to the extent provided in these subordination provisions with respect to the indebtedness evidenced by the Debt Securities, to the payment of all Senior Debt at the time outstanding and to any securities issued thereof under any such plan of reorganization or readjustment), shall be received by the Holder in contravention of any of the terms hereof such payment or distribution or security shall be held in trust for the benefit of, and shall be paid over or delivered and transferred to, the holders of Senior Debt at the time outstanding in accordance with the priorities then existing among such holders for a payment of all Senior Debt remaining unpaid, to the extent necessary to pay all such Senior Debt. In the event of the failure of the Trustee or any Holder to endorse or assign any such payment, distribution or security, each holder of Senior Debt is hereby irrevocably authorized to endorse or assign the same.

No present or future holder of any Senior Debt shall be prejudiced in the right to enforce the indebtedness evidenced by the Debt Securities by any act or failure to act on the part of the Corporation. Nothing contained herein shall impair, as between the Corporation and the Holders of Securities of each series, the obligation of the Corporation to pay to such Holders the principal of (and premium, if any) and interest upon such Debt Securities and Coupons, or prevent the Trustee or Trustee from exercising all rights, powers and remedies otherwise permitted by applicable law or hereunder upon the occurrence of an Event of Default hereunder, all subject to the rights of the holders of the Senior Debt to receive payment of cash, securities or other property otherwise payable or deliverable to the Holders.

Senior Debt shall not be deemed to have been paid in full unless the holders thereof shall have received in cash, securities or other property equal to the amount of such Senior Debt then outstanding. Upon the payment in full of all Senior Debt, the Holders of Debt Securities of each series and Coupons, if any, shall be deemed to have received all rights of any holders of Senior Debt to receive any further payments or distributions appurtenant to such Senior Debt until the indebtedness evidenced by the Debt Securities of such series and Coupons, if any, have been paid in full, and such payments or distributions received by such Holders, by reason of the operation of subrogation, of cash, securities or other property which otherwise would be paid or distributed to the holders of Senior Debt, shall, as between the Corporation and its creditors other than the holders of Senior Debt, be deemed to be a payment by the Corporation on account of the Senior Debt, and not on account of the Debt Securities of such series.

The Trustee and Holders will take action (including, without limitation, the delivery of cash, securities or other property to an agent for the holders of Senior Debt or consent to the filing of a financing statement with respect to such cash, securities or other property) as may, in the opinion of counsel designated by the holders of a majority in principal amount of the Senior Debt at the time outstanding, be necessary or appropriate to assure the effectiveness of the subordination provisions set forth in these provisions.

The provisions of this Section 17.01 shall not impair any rights, interests, remedies or other obligations of a secured creditor of the Corporation in respect of any security interest the creation of which is subject to the provisions of this Indenture.

The securing of any obligations of the Corporation, otherwise ranking on a parity with the Debt Securities or ranking junior to the Debt Securities, shall not be deemed to prevent such obligations from constituting, respectively, obligations ranking on a parity with the Debt Securities or ranking junior to the Debt Securities.

SECTION 17.02. TRUSTEE AND HOLDERS OF DEBT SECURITIES MAY RELY ON CERTIFICATE OF LIQUIDATING MAY REQUIRE FURTHER EVIDENCE AS TO OWNERSHIP OF SENIOR DEBT; TRUSTEE NOT FIDUCIARY TO HOLDERS OF Upon any payment or distribution of assets of the Corporation referred to in this Article Sevent and the Holders shall be entitled to rely upon an order or decree made by any court of competent which such dissolution or winding up or liquidation or reorganization or arrangement proceedings upon a certificate of the trustee in bankruptcy, receiver, assignee for the benefit of creditors making such payment or distribution, delivered to the Trustee or to the Holders, for the purpose the persons entitled to participate in such distribution, the holders of the Senior Debt and oth

of the Corporation, the amount thereof or payable thereon, the amount or amounts paid or distrib all other facts pertinent thereto or to this Article Seventeen. In the absence of any such bank receiver, assignee or other Person, the Trustee shall be entitled to rely upon a written notice representing himself or herself to be a holder of Senior Debt (or a trustee or representative on holder) as evidence that such Person is a holder of such Senior Debt (or is such a trustee or re In the event that the Trustee determines, in good faith, that further evidence is required with right of any person as holder of Senior Debt to participate in any payments or distributions pur Article Seventeen, the Trustee may request such person to furnish evidence to the reasonable sat Trustee as to the amount of Senior Debt held by such Person, as to the extent to which such Pers participate in such payment or distribution, and as to other facts pertinent to the rights of su this Article Seventeen, and if such evidence is not furnished, the Trustee may defer any payment pending judicial determination as to the right of such Person to receive payment. The Trustee, not be deemed to owe any fiduciary duty to the holders of Senior Debt.

SECTION 17.03. PAYMENT PERMITTED IF NO DEFAULT. Nothing contained in this Article Seventeen this Indenture, or in any of the Debt Securities, shall prevent (a) the Corporation at any time, the pendency of any dissolution, winding up, liquidation or reorganization proceedings referred the conditions described in, Section 17.01, from making payments of the principal of (or premium interest on the Debt Securities or (b) the application by the Trustee or any Paying Agent of any with it hereunder to payments of the principal of or interest on the Debt Securities, if, at the deposit, the Trustee or such Paying Agent, as the case may be, did not have the written notice p Section 17.04 of any event prohibiting the making of such deposit, or if, at the time of such de not in trust) by the Corporation with the Trustee or any Paying Agent (other than the Corporatio would not have been prohibited by the provisions of this Article, and the Trustee or any Paying be affected by any notice to the contrary received by it on or after such date.

SECTION 17.04. TRUSTEE NOT CHARGED WITH KNOWLEDGE OF PROHIBITION. Anything in this Article S elsewhere in this Indenture contained to the contrary notwithstanding, the Trustee shall not at charged with knowledge of the existence of any facts which would prohibit the making of any paym or by the Trustee and shall be entitled conclusively to assume that no such facts exist and that specified in Section 17.01 has happened, unless and until a Responsible Officer of the Trustee s

received written notice to that effect from the Corporation or signed by or on behalf of the hol their representatives, of Senior Debt who shall have been certified by the Corporation or otherw to the reasonable satisfaction of the Trustee to be such holder or holders or representatives or under the indenture pursuant to which such Senior Debt shall be outstanding; and, prior to the r such written notice, the Trustee, subject to the provisions of Section 7.01, shall be entitled i assume that no such facts exist; provided, however, that if the Trustee shall not have received provided for in this Section at least three Business Days prior to the date upon which by the te money may become payable for any purpose (including, without limitation, the payment of the prin interest on any Security), then, anything herein contained to the contrary notwithstanding, but the rights and remedies of the holders of Senior Debt or any representatives therefor, the Trust full power and authority to receive such money and to apply the same to the purpose for which su

received and shall not be affected by any notice to the contrary which may be received by it within 10 Days prior to such date. Any notice required or permitted to be given to the Trustee by a holder or by any representatives thereof shall be in writing and shall be sufficient for every purpose in writing and either (i) sent via facsimile to the Trustee, the receipt of which shall be confirmed or (ii) mailed, first class postage prepaid, or sent by overnight carrier, to the Trustee address Corporate Trust Office or to any other address furnished in writing to such holder of Senior Debt to the Trustee. The Corporation shall give prompt written notice to the Trustee and to the Paying Agent that would prohibit the payment of money to or by the Trustee or any Paying Agent.

SECTION 17.05. TRUSTEE TO EFFECTUATE SUBORDINATION. Each Holder of Debt Securities or Coupon Holder's acceptance thereof authorizes and directs the Trustee in such Holder's behalf to take such action as may be necessary or appropriate to effectuate the subordination as between such Holder and holders of Senior Debt provided in this Article and appoints the Trustee its attorney-in-fact for any and all such purposes.

SECTION 17.06. RIGHTS OF TRUSTEE AS HOLDER OF SENIOR DEBT. The Trustee shall be entitled to set forth in this Article with respect to any Senior Debt which may at the time be held by it, together with any other holder of Senior Debt, provided that nothing in this Article shall deprive the Trustee of its rights as such holder and provided further that nothing in this Article shall apply to claims of, or payments to, the Trustee under or pursuant to Section 7.06.

SECTION 17.07. ARTICLE APPLICABLE TO PAYING AGENTS. In case at any time any Paying Agent other than the Trustee shall have been appointed by the Corporation and be then acting hereunder, the term "Trustee" in this Article shall in such case (unless the context shall otherwise require) be construed as extending to include such Paying Agent within its meaning as fully for all intents and purposes as if the Paying Agent named in this Article in addition to or in place of the Trustee; provided, however, that Section 17.06 shall not apply to the Corporation or any Affiliate of the Corporation if the Corporation or such Affiliate is acting as Paying Agent.

64

SECTION 17.08. SUBORDINATION RIGHTS NOT IMPAIRED BY ACTS OR OMISSIONS OF THE CORPORATION OR HOLDERS OF SENIOR DEBT. No right of any present or future holders of any Senior Debt to enforce subordination as against the Corporation shall at any time or in any way be prejudiced or impaired by any act or failure to act on the part of the Corporation or by any act or failure to act, in good faith, by any such holder, or by any noncompliance with the terms, provision and covenants of this Indenture, regardless of any knowledge of such holder may have or be otherwise charged with. The holders of Senior Debt may, at any time and in their absolute discretion, change the manner, place or terms of payment, change or amend any such Senior Debt, or renew or alter any such Senior Debt, or amend or supplement any instrument pursuant to which any such Senior Debt is issued or by which it may be secured, or release any security therefor, or refrain from exercising any other of their rights under the Senior Debt including, without limitation, the right of default thereunder, all without notice to or assent from the Holders of the Debt Securities or without affecting the obligations of the Corporation, the Trustee or the Holders of the Debt Securities provided in this Article.

ARTICLE Eighteen

CONVERSION OF CONVERTIBLE SECURITIES

SECTION 18.01. APPLICABILITY OF ARTICLE. If an Officers' Certificate or supplemental indenture pursuant to Section 2.01 provides that the Debt Securities of a series shall be Convertible Securities, then such series shall be convertible in accordance with their terms and (except as otherwise specifically provided in the Officers' Certificate or supplemental indenture) in accordance with this Article. In case by reason of the operation of this Article Eighteen, the Convertible Securities shall be convertible into any other securities or property of the Corporation or any other corporation, any reference in this Article to the conversion of Convertible Securities pursuant to this Article Eighteen shall be deemed to refer to the conversion of Convertible Securities into such other shares or other securities or property.

SECTION 18.02. RIGHT TO CONVERT. Subject to and upon compliance with the provisions of this Article, the Holder of any Convertible Security shall have the right, at such Holder's option, at any time prior to the second Business Day of business on the date set forth in the Officers' Certificate delivered pursuant to Section 2.01 of this Indenture, if such Convertible Security is called for redemption or submitted for repayment, then in respect of such Convertible Security to and including but not after the close of business on the second Business Day following the date set forth in the Officers' Certificate delivered pursuant to Section 2.01 of this Indenture.

convert the principal amount of any such Convertible Security, or, in the case of any Convertible Security of a denomination greater than \$1,000, any portion of such principal which is \$1,000 or an integral multiple thereof (as such shares shall then be constituted) obtained by dividing the principal amount of the Convertible Security or portion thereof to be converted by the Conversion Price, by surrender of the Convertible Security so to be converted in part in the manner provided in Section 18.03. Such conversion shall be effected by the Corporation.

SECTION 18.03. EXERCISE OF CONVERSION PRIVILEGE; DELIVERY OF COMMON STOCK ON CONVERSION; NO INTEREST OR DIVIDENDS. In order to exercise the conversion privilege, the Holder of any Convertible Security to be converted in whole or in part shall surrender such Convertible Security at an office or agency of the Corporation pursuant to Section 4.02, accompanied by the funds, if any, required by the last paragraph of this Section, together with written notice of conversion in the form provided on the Convertible Security. The Holder elects to convert such Convertible Security or the portion thereof specified in said notice shall also state the name or names (with address) in which the certificate or certificates for the Common Stock which shall be deliverable on such conversion shall be registered, and shall be accompanied by the transfer taxes, if required pursuant to Section 18.08. Each Convertible Security surrendered for conversion shall, unless the shares deliverable on conversion are to be registered in the same name as the Convertible Security, be duly endorsed by, or accompanied by instruments of transfer in favor of the Corporation duly executed by, the Holder or such Holder's duly authorized attorney.

As promptly as practicable after the surrender of such Convertible Security and the receipt of the notice and funds, if any, as aforesaid, the Corporation shall deliver at such office or agency of the Corporation on such Holder's written order, a certificate or certificates for the number of full shares deliverable on conversion of such Convertible Security or portion thereof in accordance with the provisions of Section 2.04, or a check or cash in respect of any fractional interest in respect of a share of Common Stock arising on conversion as provided in Section 18.04. In case any Convertible Security of a denomination greater than \$1,000 shall be surrendered for partial conversion and subject to Section 2.04, the Corporation shall cause the Trustee to authenticate and deliver to or upon the written order of the Holder of the Convertible Security surrendered, without charge to such Holder, a new Convertible Security or Convertible Securities of the same denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Convertible Security.

Each conversion shall be deemed to have been effected on the date on which such Convertible Security shall have been surrendered (accompanied by the funds, if any, required by the last paragraph of Section 18.03) and such notice shall have been received by the Corporation, as aforesaid, and the person in whose name the certificate or certificates for shares of Common Stock shall be registrable upon such conversion shall be deemed to have become on said date the holder of record of the shares represented thereby; provided, however, that such surrender on any date when the stock transfer books of the Corporation shall be closed shall be deemed to have been effected on the next succeeding day on which such Convertible Security shall have been surrendered.

next succeeding day on which stock transfer books are open, but such conversion shall be at the Corporation's option in effect on the date upon which such Convertible Security shall have been surrendered.

Any Convertible Security or portion thereof surrendered for conversion during the period of business on the Regular Record Date for any Interest Payment Date shall (unless such Convertible Security or portion thereof being converted shall have been called for redemption or submitted for repayment during such period) be accompanied by payment, in legal tender or other funds acceptable to the Corporation, in an amount equal to the interest otherwise payable on such Interest Payment Date on the principal amount of such Convertible Security; provided, however, that no such payment need be made if there shall exist at the time of such conversion a default on the payment of interest on the Convertible Securities. An amount equal to such payment shall be paid by the Corporation on such Interest Payment Date to the Holder of such Convertible Security on s

Record Date, provided, however, that if the Corporation shall default in the payment of interest Payment Date, such amount shall be paid to the person who made such required payment. Except as in this Section, no adjustment shall be made for interest accrued on any Convertible Security or dividends on any shares issued upon the conversion of such Convertible Security as provided in t

SECTION 18.04. CASH PAYMENTS IN LIEU OF FRACTIONAL SHARES. No fractional shares of Common Stock representing fractional shares shall be delivered upon conversion of Convertible Securities. If Convertible Security shall be surrendered for conversion at one time by the same Holder, the number of shares which shall be deliverable upon conversion shall be computed on the basis of the aggregate amount of the Convertible Securities (or specified portions thereof to the extent permitted here surrendered. If any fractional share of stock would be deliverable upon the conversion of any Convertible Security or Convertible Securities, the Corporation shall make an adjustment therefor in cash at market value of such fractional share of stock. The market value of a share of Common Stock shall be the market Price on the Business Day immediately preceding the day on which the Convertible Securities (or portions thereof) are deemed to have been converted.

67

SECTION 18.05. CONVERSION PRICE. The Conversion Price shall be as specified in the form of Convertible Security hereinafter set forth, subject to adjustment as provided in this Article.

SECTION 18.06. ADJUSTMENT TO CONVERSION PRICE. The Conversion Price shall be adjusted from time to time as follows:

(a) In case the Corporation shall (i) pay a dividend or make a distribution on the Common Stock or its capital stock (whether shares of Common Stock or of capital stock of any other class), (ii) reclassify its outstanding Common Stock into a greater number of securities (including Common Stock) or combine or reclassify its outstanding Common Stock into a smaller number of securities (including Common Stock), the Conversion Price in effect immediately prior thereto shall be adjusted so that the Holder of Convertible Security thereafter surrendered for conversion shall be entitled to receive the number of shares of the Corporation which such Holder would have owned or have been entitled to receive after the occurrence of the events described above had such Convertible Security been converted immediately prior to such event. An adjustment made pursuant to this subsection (a) shall become effective immediately after the record date in the case of a dividend and shall become effective immediately after the effective date of a subdivision or combination. If, as a result of an adjustment made pursuant to this subsection (a), the Holder of any Convertible Security thereafter surrendered for conversion shall become entitled to receive two or more classes of capital stock of the Corporation, the Board of Directors of the Corporation shall determine the allocation of the adjusted Conversion Price between or among the classes of capital stock.

In the event that at any time, as a result of an adjustment made pursuant to this subsection (a) of Section 18.06, the Holder of any Convertible Security thereafter converted shall become entitled to receive shares or other securities of the Corporation other than shares of Common Stock, thereafter the Holder of such other shares so received upon conversion of any Convertible Security shall be subject to adjustment of the Conversion Price in any manner and on terms as nearly equivalent as practicable to the provisions with respect to the conversion of Common Stock contained in this Section 18.06, and other provisions of this Article Eighteen with respect to the conversion of Common Stock shall apply on like terms to any such other shares or other securities.

(b) In case the Corporation shall fix a record date for the issuance of rights or warrants on its Common Stock (or securities convertible into Common Stock) entitling them (for a period expiring a certain number of days after such record date) to subscribe for or purchase Common Stock at a price per share (or price per share) less than the current market price per share of Common Stock (as defined in subsection (a) above) at such record date, the Conversion Price in effect immediately prior thereto shall be ad

68

bid and asked quotations for Common Stock on at least 5 of the 10 preceding days. If none of the forth above is met, the Closing Price of Common Stock on any day or the average of such Closing period shall be the fair market value of Common Stock as determined by a member firm of the New Exchange, Inc. selected by the Corporation.

(e) (i) No adjustment in the Conversion price shall be required unless such adjustment increase or decrease of at least 1% in such price; provided, however, that any adjustments which this subsection (e)(i) are not required to be made shall be carried forward and taken into account subsequent adjustment; further provided, however, that any adjustments which by reason of this section are not otherwise required to be made shall be made no later than 3 years after the date on which that requires an adjustment to be made or carried forward.

70

(ii) All calculations under this Article Eighteen shall be made to the nearest one-hundredth of a share, as the case may be. Anything in this Section 18.06 to the notwithstanding, the Corporation shall be entitled to make such reductions in the Conversion Price to those required by this Section 18.06, as it in its discretion shall determine to be advisable any stock dividends, subdivision of shares, distribution of rights to purchase stock or securities distribution of securities convertible into or exchangeable for stock hereafter made by the Corporation shareholders shall not be taxable.

(f) Whenever the Conversion Price is adjusted, as herein provided, the Corporation shall prepare the Trustee and any conversion agent other than the Trustee an Officers' Certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment after delivery of such certificate, the Corporation shall prepare a notice of such adjustment of Conversion Price setting forth the adjusted Conversion Price and the date on which such adjustment becomes effective shall mail such notice of such adjustment of the Conversion Price to the Holder of each Convertible Security at such Holder's last address appearing on the Security Register provided for in Section 2.01 of the

(g) In any case in which this Section 18.06 provides that an adjustment shall become effective after a record date for an event, the Corporation may defer until the occurrence of such event (the Holder of any Convertible Security converted after such record date and before the occurrence of the additional shares of Common Stock deliverable upon such conversion by reason of the adjustment) such event over and above the Common Stock deliverable upon such conversion before giving effect to such adjustment and (ii) paying to such Holder any amount in cash in lieu of any fraction pursuant to provided, however, that the Corporation shall deliver to such Holder a due bill or other appropriate evidencing such Holder's rights to receive such additional shares, and such cash, upon the occurrence of such event requiring such adjustment. If such event does not occur, no adjustments shall be made pursuant to Section 18.06.

SECTION 18.07. EFFECT OF RECLASSIFICATION, CONSOLIDATION, MERGER OR SALE. If any of the following occur, namely (i) any reclassification or change of outstanding shares of Common Stock deliverable upon conversion of the Convertible Securities (other than a change in par value, or from par value to no par value to par value, or as a result of a subdivision or combination, but including an exchange of shares of Common Stock into two or more classes or series of securities), (ii) any consolidation or merger in which the Corporation is a party (other than a consolidation or merger in which the Corporation is a party and which does not result in any reclassification of, or change (other than a change

71

from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination) in, outstanding shares of its Common Stock) or (iii) any sale or conveyance of the assets of the Corporation as, or substantially as, an entirety to any other corporation; then the Corporation or such successor or purchasing corporation, as the case may be, shall execute with the Trustee a supplemental indenture (which shall conform to the Trust Indenture Act as in force at the date of execution of the supplemental indenture and comply with the provisions of Article Nine) providing that each Convertible Security shall be convertible into the kind and amount of shares of stock and other securities or property

cash, receivable upon such reclassification, change, consolidation, merger, sale or conveyance b number of shares of Common Stock deliverable upon conversion of such Convertible Securities imme such reclassification, change, consolidation, merger, sale or conveyance. Such supplemental ind provide for adjustments that shall be as nearly equivalent as may be practicable to the adjustme in this Article. The Corporation shall cause notice of the execution of such supplemental inden to each Holder of Convertible Securities, at his address appearing on the Security Register prov Section 2.01 of this Indenture.

The above provisions of this Section shall similarly apply to successive recla consolidations, mergers and sales.

SECTION 18.08. TAXES ON SHARES ISSUED. The delivery of stock certificates on conversions of Securities shall be made without charge to the Holder converting a Convertible Security for any the issue thereof. The Corporation shall not, however, be required to pay any tax which may be respect of any transfer involved in the delivery of stock registered in any name other than of t Convertible Security converted, and the Corporation shall not be required to deliver any such st unless and until the person or persons requesting the delivery thereof shall have paid to the Co amount of such tax or shall have established to the satisfaction of the Corporation that such ta

SECTION 18.09. SHARES TO BE FULLY PAID; COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS; LISTING OF The Corporation covenants that all shares of Common Stock that may be delivered upon conversion Securities will upon delivery be fully paid and nonassessable by the Corporation and free from a and charges with respect to the issue thereof.

The Corporation covenants that if any shares of Common Stock to be provided for the pur conversion of Convertible Securities hereunder require registration with or approval of any gove authority under any Federal or state law before such shares may be validly delivered upon conver Corporation will in good faith and as expeditiously as possible endeavor to secure such registra as the case may be.

72

The Corporation further covenants that if the Common Stock is then listed on a national exchange or admitted for trading on NASDAQ it will qualify all Common Stock deliverable upon con Convertible Securities for trading on said national securities exchange or NASDAQ, if permitted accordance with the rules of said national securities exchange or NASDAQ.

SECTION 18.10. TRUSTEE NOT RESPONSIBLE. Neither the Trustee nor any authenticating agent nor agent shall at any time be under any duty or responsibility to any Holder of Convertible Securit whether any facts exist which may require any adjustment of the Conversion Price, or with respec or extent of any such adjustment when made, or with respect to the method employed, or herein or supplemental indenture provided to be employed, in making the same. Neither the Trustee nor any agent nor any conversion agent shall be accountable with respect to the validity or value (or th of any shares of Common Stock, or of any securities or property, which may at any time be delive conversion of any Convertible Security; and neither the Trustee nor any authenticating agent nor agent makes any representation with respect thereto. Subject to the provisions of Section 7.01, Trustee nor any authenticating agent nor any conversion agent shall be responsible for any failu Corporation to deliver any shares of Common Stock or stock certificates or other securities or p upon the surrender of any Convertible Security for the purpose of conversion or for any failure Corporation to comply with any of the covenants contained in this Article.

SECTION 18.11. NOTICE TO HOLDERS PRIOR TO CERTAIN ACTIONS. In case:

(a) the Corporation shall declare a dividend (or any other distribution) on the Common Stoc cash out of its current or retained earnings); or

(b) the Corporation shall authorize the granting to the holders of the Common Stock of righ subscribe for or purchase any share of any class or any other rights or warrants; or

(c) of any reclassification or change of the Common Stock (other than a subdivision or comb outstanding Common Stock, or a change in par value, or from par value to no par value, or from n

par value) or, of any consolidation or merger to which the Corporation is a party and for which stockholders of the Corporation is required or for the sale or transfer of all or substantially of the Corporation; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporation shall cause to be filed with the Trustee and the Corporation shall cause to be mailed of Convertible Securities at his address appearing on the Security Register, provided for in Section

73

Indenture, as promptly as possible but in any event no less than fifteen days prior to the application hereinafter specified, a notice stating (x) the date on which a record is to be taken for the payment of dividend, distribution or rights or warrants, or, if a record is not to be taken, the date as of which holders of Common Stock of record to be entitled to such dividend, distribution or rights are to be taken, or (y) the date on which such reclassification, consolidation, merger, sale, transfer, dissolution or winding up is expected to become effective, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property upon such reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of the distribution, reclassification, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. No adjustment in the Conversion Price required by this Article Eighteen.

SECTION 18.12. COVENANT TO RESERVE SHARES. The Corporation covenants that it will at all times keep available, free from pre-emptive rights, out of its authorized but unissued Common Stock, a number of shares of Common Stock as shall then be deliverable upon the conversion of all outstanding Convertible Securities.

74

U.S. Bank National Association, the party of the second part, hereby accepts the trusts and obligations of the Indenture declared and provided, upon the terms and conditions hereinabove set forth.

IN WITNESS WHEREOF, F5 NETWORKS, INC., the party of the first part, has caused this Indenture to be signed and acknowledged by its President and Chief Executive Officer or its Chief Financial Officer or its Secretary, and the same to be attested by its Secretary or an Assistant Secretary; and U.S. Bank National Association, the party of the second part, has caused this Indenture to be signed and the same to be attested by its duly authorized officers, all as of the day and year first above written.

F5 NETWORKS, INC.

By: _____
Name: : _____
Title: _____

Attest

Name: : _____
Title: _____

By: _____
Name: : _____
Title: _____

Attest

Name: : _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the ____ day of _____, 2003 before me personally came _____, to being by me duly sworn, did depose and say that he/she resides at _____, that he/ _____ of F5 Networks, Inc., one of the corporations described in and which execut instrument; and that he/she signed his/her name thereto by authority of the Board of Directors o Corporation.

{SEAL}

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2003 before me personally came _____, to being by me duly sworn, did depose and say that he/she resides at _____, that he/ _____ of U.S. Bank National Association, one of the corporations described in and the foregoing instrument, and that he/she signed his/her name thereto by authority of the Board

said Corporation.

{SEAL}

Notary Public

77

EXHIBIT 5.1

September 15, 2003

The Board of Directors
F5 Networks, Inc.
401 Elliott Avenue West
Seattle, WA 98119

Ladies and Gentlemen:

This opinion is furnished to F5 Networks, Inc., a Washington corporation (the "Company") in connection with the filing with the Securities and Exchange Commission of a Registration Statement on Form S-3 (the "Registration Statement"), as may be amended pursuant to Rule 462(b) of the Securities Act of 1933, as amended (the "Securities Act"), relating to the proposed offer and sale from time to time pursuant to Rule 415 under the Securities Act of \$125,000,000 aggregate principal amount of (i) the Company's debt securities (the "Debt Securities"), (ii) shares of the Company's preferred stock (the "Preferred Stock"), (iii) shares of the Company's common stock (the "Common Stock"), (iv) fractional interests in the Common Stock and Preferred Stock represented by depositary shares (the "Depositary Shares"), (v) warrants to purchase the Company's Debt Securities, Preferred Stock, Common Stock or Depositary Shares (the "Warrants"); and (vi) equity units, which are comprised of Debt Securities, Preferred Stock, Common Stock, Depositary Shares and Warrants, in any combination, (the "Equity Units"). The Debt Securities, Preferred Stock, Common Stock, Depositary Shares, Warrants and Equity Units are hereinafter referred to as the "Securities."

We have reviewed, among other things, the Company's Articles of Incorporation and Bylaws, each as amended, the records of corporate proceedings and other actions taken or proposed to be taken by the Company in connection with the authorization, issuance and sale of the Securities. We have made such other factual inquiries as we deemed necessary to render this opinion.

Based upon the foregoing and in reliance thereon, it is our opinion that, (a) the Debt Securities, Depositary Shares, Warrants and Equity Units, when sold and after receipt of payment therefore as contemplated in the Registration Statement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws of general applicability relating to or affecting creditors' rights, and to general principles of equity, whether such enforceability is considered in a proceeding in equity or at law, and (b) the Common Stock and Preferred Stock, when sold and after receipt of payment therefore as contemplated in the Registration Statement, will be validly issued, fully paid and non-assessable.

We express no opinion herein as to the laws of any state or jurisdiction other than the state of Washington and the federal laws of the United States.

The Board of Directors
September 15, 2003
Page 2

We hereby authorize and consent to the use of this opinion as an exhibit to the Registration Statement and to all references to us in the Registration Statement and any amendments thereto.

Very truly yours,

CONSENT OF INDEPENDENT AUDITORS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated November 1, 2002 relating to the financial statements and financial statement schedule, which appears in F5 Networks, Inc.'s Annual Report on Form 10-K for the year ended September 30, 2002. We also consent to the reference to us under the headings "Experts" in such Registration Statement.

PricewaterhouseCoopers LLP

Seattle, Washington
September 15, 2003

EXHIBIT 23.2

CONSENT OF BDO SEIDMAN, LLP

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

We hereby consent to the incorporation by reference in the Prospectus constituting a part of this Registration Statement on Form S-3 of F5 Networks, Inc. of our report dated June 12, 2003, except for Note 11 which is as of July 2, 2003, relating to the consolidated financial statements of uRoam, Inc. and subsidiaries (formerly Filanet Corporation) for the year ended December 31, 2002, and our report dated June 12, 2003 relating to the financial statements of uRoam Acquisition Corporation (formerly uRoam, Inc.) for the nine months ended September 30, 2002 appearing in the Current Report on Form 8-K/A of F5 Networks, Inc. Our report relating to the consolidated financial statements of uRoam, Inc. and subsidiaries (formerly Filanet Corporation) for the year ended December 31, 2002 includes an explanatory paragraph regarding the Company's ability to continue as a going concern. Our report relating to the financial statements of uRoam Acquisition Corporation (formerly uRoam, Inc.) for the nine months ended September 30, 2002 includes an explanatory paragraph regarding the fact that the Company was acquired on October 1, 2002.

We also consent to the reference to us under the caption "Experts" in the Prospectus.

/s/ BDO Seidman, LLP

San Francisco, California
September 15, 2003

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM T-1

Statement of Eligibility Under
The Trust Indenture Act of 1939 of a
Corporation Designated to Act as Trustee
Check if an Application to Determine Eligibility of
a Trustee Pursuant to Section 305(b)(2)

U.S. BANK NATIONAL ASSOCIATION
(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

(Address of principal executive offices)

(Zip Code)

Sherrie Pantle, Vice President
 U.S. Bank National Association
 1420 Fifth Avenue, 7th Floor
 Seattle, WA 98101
 (206) 344-4676

(Name, address and telephone number of agent for service)

F5 Networks, Inc.
 (Issuer with respect to the Securities)

Washington

91-1714307

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identifi

401 Elliott Avenue West, Suite 500
 Seattle, WA

98119

Address of Principal Executive Offices)

(Zip Code)

Senior and Subordinated Securities
 (Title of the Indenture Securities)

FORM T-1

- Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.
- a) Name and address of each examining or supervising authority to which it is s
 Comptroller of the Currency
 Washington, D.C.
 - b) Whether it is authorized to exercise corporate trust powers.
 Yes
- Item 2. AFFILIATIONS WITH OBLIGOR. If the obligor is an affiliate of the Trustee, describe
 None
- Items 3-15 Items 3-15 are not applicable because to the best of the Trustee's knowledge,
 default under any Indenture for which the Trustee acts as Trustee.
- Item 16. LIST OF EXHIBITS: List below all exhibits filed as a part of this statement of eli
 qualification.
1. A copy of the Articles of Association of the Trustee.*
 2. A copy of the certificate of authority of the Trustee to commence business.*

3. A copy of the certificate of authority of the Trustee to exercise corporate tr
4. A copy of the existing bylaws of the Trustee.*
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture A as Exhibit 6.
7. Report of Condition of the Trustee as of December 31, 2002, published pursuant requirements of its supervising or examining authority, attached as Exhibit 7.

* Incorporated by reference to Registration Number 333-67188.

2

NOTE

The answers to this statement insofar as such answers relate to what persons have been securities of the obligors within three years prior to the date of filing this statement, or wha of 10% or more of the voting securities of the obligors, or affiliates, are based upon informati Trustee by the obligors. While the Trustee has no reason to doubt the accuracy of any such info accept any responsibility therefor.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Truste ASSOCIATION, a national banking association organized and existing under the laws of the United duly caused this statement of eligibility and qualification to be signed on its behalf by the un duly authorized, all in the City of Seattle, State of Washington on the 15th day of September, 2

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Dyan M. Huhta
Dyan M. Huhta
Vice President

By: /s/ Nancy D. Stahl
Nancy D. Stahl
Vice President

3

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Te authorities may be furnished by such authorities to the Securities and Exchange Commission upon

Dated: September 15, 2003

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Dyan M. Huhta
Dyan M. Huhta
Vice President

By: /s/ Nancy D. Stahl
Nancy D. Stahl
Vice President

4

Exhibit 7
U.S. Bank National Association
Statement of Financial Condition
As of 6/30/2003

(\$000's)

	6/30/2003
Assets	
Cash and Due From Depository Institutions	\$11,987,100
Federal Reserve Stock	0
Securities	35,336,411
Federal Funds	4,955,134
Loans & Lease Financing Receivables	118,648,100
Fixed Assets	1,864,465
Intangible Assets	9,999,520
Other Assets	8,735,830
Total Assets	\$191,526,560
Liabilities	
Deposits	\$132,461,590
Fed Funds	5,061,915
Treasury Demand Notes	0
Trading Liabilities	303,140
Other Borrowed Money	20,320,775
Acceptances	150,586
Subordinated Notes and Debentures	6,326,523
Other Liabilities	5,864,946
Total Liabilities	\$170,489,475

Equity	
Minority Interest in Subsidiaries	\$999,216
Common and Preferred Stock	18,200
Surplus	11,015,123
Undivided Profits	9,004,546
Total Equity Capital	\$21,037,085
Total Liabilities and Equity Capital	\$191,526,560

To the best of the undersigned's determination, as of the date hereof, the above financial information is correct.

U.S. Bank National Association

By: /s/ Dyan M. Huhta
Vice President

Date: September 15, 2003

End of Filing

Powered By **EDGAR**
Online

© 2005 | EDGAR Online, Inc.