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 EXHIBIT 4.1  
  
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 FIDELITY NATIONAL FINANCIAL, INC.  
  
 TO  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,  
  
 TRUSTEE  
  
  
  
  
 FORM OF INDENTURE  
  
  
 DATED AS OF  
  
  
  
  
  
 CONVERTIBLE DEBT SECURITIES  
  
  
  
  
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 FIDELITY NATIONAL FINANCIAL, INCORPORATED  
  
 RECONCILIATION AND TIE BETWEEN TRUST INDENTURE ACT OF 1939 AND  
 INDENTURE, DATED AS OF \_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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Note: This reconciliation and tie shall not be deemed to be part of the  
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 INDENTURE (the "Indenture") dated as of \_\_\_\_\_\_\_\_\_\_\_, by and  
between FIDELITY NATIONAL FINANCIAL, INC., a Delaware corporation (hereinafter,  
the "Company"), having its principal place of business at 00000 Xxx Xxxxxx  
Xxxxxx, Xxxxxx, Xxxxxxxxxx 00000 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(hereinafter, the "Trustee"), having its Corporate Trust Office at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
 RECITALS OF THE COMPANY  
  
 The Company has duly authorized the execution and delivery of  
this Indenture to provide for the issuance from time to time of its convertible  
debentures, notes, bonds and other evidences of indebtedness (hereinafter, the  
"Convertible Debt Securities").  
  
 All things necessary have been done to make this Indenture a  
valid agreement of the Company, in accordance with its terms.  
  
 NOW, THEREFORE, THIS INDENTURE WITNESSETH:  
  
 For and in consideration of the premises and the purchase of the  
Convertible Debt Securities of any series created and issued on or after the  
date hereof by the Holders thereof, it is mutually covenanted and agreed, for  
the benefit of all Holders of such Convertible Debt Securities or of any such  
series, as follows:  
  
 ARTICLE I.  
  
 DEFINITIONS AND OTHER PROVISIONS  
 OF GENERAL APPLICATION  
  
 Section 101. Definitions.  
  
 For all purposes of this Indenture, except as otherwise expressly  
provided or unless the context otherwise requires:  
  
 (1) the terms defined in this Article have the meanings assigned  
to them in this Article, and include the plural as well as the singular;  
  
 (2) all other terms used herein which are defined in the Trust  
Indenture Act or by Commission rule or regulation under the Trust Indenture Act,  
either directly or by reference therein, as in force at the date as of which  
this instrument was executed, except as provided in Section 905, have the  
meanings assigned to them therein;  
  
 (3) all accounting terms not otherwise defined herein have the  
meanings assigned to them in accordance with GAAP; and  
  
 (4) the words "hereinafter," "herein", "hereof" and "hereunder"  
and other words of similar import refer to this Indenture as a whole and not to  
any particular Article, Section or other subdivision.  
  
  
  
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 Certain terms, used principally in Article VI, are defined in that  
Article.  
  
 "Act" when used with respect to any Holder has the meaning specified in  
Section 104.  
  
 "Affiliate" of any specified Person means any other Person directly or  
indirectly controlling or 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 management and policies of such Person, directly or indirectly,  
whether through the ownership of voting securities by contract or otherwise, and  
the terms "controlling" and "controlled" have meanings correlative to the  
foregoing.  
  
 "Authenticating Agent" means any Person authorized by the Trustee to act  
on behalf of the Trustee to authenticate Convertible Debt Securities.  
  
 "Authorized Newspapers" means nationally-recognized newspapers  
customarily published on each Business Day, whether or not published on  
Saturdays, Sundays or holidays, and of general circulation in the City of New  
York, New York, and the City of Los Angeles, California, respectively, or in the  
financial communities of such places. Where successive publications are required  
to be made in Authorized Newspapers, the successive publications may be made in  
the same or in different newspapers in the same cities meeting the foregoing  
requirements and in each case on any Business Day.  
  
 "Board of Directors" means either the board of directors of the Company,  
or the executive or any other committee of that board duly authorized to act in  
respect hereof.  
  
 "Board Resolution" means a copy of a resolution certified by the  
Secretary or an Assistant Secretary of the Company to have been duly adopted by  
the Board of Directors and to be in full force and effect on the date of such  
certification, and delivered to the Trustee. Where any provision of this  
Indenture refers to action to be taken pursuant to a Board Resolution (including  
the establishment of any series of the Convertible Debt Securities and the forms  
and terms thereof), such action may be taken by any committee of the Board or  
the Company or any officer or employee of the Company authorized to take such  
action by a Board Resolution.  
  
 "Business Day" means any day which is not a Saturday or Sunday and which  
is not a legal holiday or a day on which banking institutions, trust companies,  
or securities exchange, as the case may be, are authorized or obligated by law  
or executive order to close.  
  
 "Capital Stock" means any and all shares, interests, participations,  
rights, or other equivalents (however designated) of equity interests in any  
entity, including, without limitation, corporate stock and partnership  
interests.  
  
 "Commission" means the Securities and Exchange Commission, as from time  
to time constituted, created under the Securities Exchange Act of 1934, 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 Trust Indenture Act, then  
the body performing such duties on such date.  
  
 "Common Stock" means the common stock of the Company as the same exists  
at the date of the execution of this Indenture, or as such stock may be  
constituted from time to time.  
  
  
  
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 "Company" means the Person named as the "Company" in the first paragraph  
of this instrument until a successor Person shall have become such pursuant to  
the applicable provisions of this Indenture, and thereafter "Company" shall mean  
such successor Person.  
  
 "Company Request" and "Company Order" mean, respectively, except as  
otherwise provided in this Indenture, a written request or order signed in the  
name of the Company by the Chairman of the Board and Chief Executive Officer,  
the Chief Operating Officer, the President or a Vice President (any references  
to a Vice President of the Company herein shall be deemed to include any Vice  
President of the Company whether or not designated by a number or word or words  
added before or after the title "Vice President"), the Chief Financial Officer  
and Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary  
of the Company or by another officer of the Company duly authorized to sign by a  
Board Resolution, and delivered to the Trustee.  
  
 "Conversion Agent" means any Person authorized by the Company to convert  
the principal amount of Convertible Debt Securities (or any portion thereof that  
is an integral multiple of $1,000) into shares of Company's Common Stock, in  
accordance with Article XII of this Indenture.  
  
 "Conversion Date" means the date on which a Holder of Convertible Debt  
Securities satisfies all the requirements, specified in the convertible Debt  
Securities, to convert the Convertible Debt Securities to shares of the  
Company's Common Stock in accordance with Article XII of this Indenture.  
  
 "Conversion Price" means, with regard to the conversion of Convertible  
Debt Securities to the Company's Common Stock, the conversion price in effect on  
the Conversion Date. The initial Conversion Price is stated in the Convertible  
Debt Securities and is subject to adjustment as provided for in Article XII of  
this Indenture.  
  
 "Conversion Shares" means the shares of Common Stock issuable upon a  
conversion of the Convertible Debt Securities pursuant to Article XII of this  
Indenture.  
  
 "Convertible Debt Securities" has the meaning stated in the first  
recital of this Indenture and more particularly means any Convertible Debt  
Securities authenticated and delivered under this Indenture.  
  
 "Corporate Trust Office" means the principal office of the Trustee at  
which at any particular time its corporate trust business shall be administered,  
which office at the date of original execution of this Indenture is located at  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Attention:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, except that, with respect to presentation of the  
Convertible Debt Securities for payment or registration of transfers or  
exchanges and the location of the Security Registrar, such term means the office  
or agency of the Trustee at which at any particular time its corporate agency  
business shall be conducted, which at the date of original execution of this  
Indenture is located at \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
 "Corporation" includes corporations, associations, companies and  
business trusts.  
  
  
  
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 "Daily Market Price" means the price of a share of the Company's Common  
Stock on the relevant date, determined (i) on the basis of the last reported  
sale price of the Common Stock as reported on the New York Stock Exchange  
(hereinafter, "NYSE") or if the Common Stock is not then listed on the NYSE, as  
reported on such other national securities exchange upon which the Common Stock  
is listed; or (ii) if there is no such reported sale on the day in question, on  
the basis of the average of the trading prices as reported on one Trading Day  
before the day in question and one Trading Day after the day in question; or  
(iii) if the Common Stock is not listed on the NYSE or any such other national  
securities exchange, on the basis of the average of the high bid and low asked  
quotations on the day in question in the over-the-counter market, as reported by  
the National Association of Securities Dealers Automated Quotation System, or if  
not so quoted, as reported by the National Quotation Bureau, Incorporated, or a  
similar organization.  
  
 "Defaulted Interest" has the meaning specified in Section 307.  
  
 "Depositary" means, with respect to the Convertible Debt Securities of  
any series issuable or issued in the form of a Global Security, the Person  
designated as Depositary by the Company pursuant to Section 301 until a  
successor Depositary shall have become such pursuant to the applicable  
provisions of this Indenture, and thereafter "Depositary" shall mean or include  
each person who is then a Depositary hereunder, and if at any time there is more  
than one such Person, "Depositary" as used with respect to the Convertible Debt  
Securities of any such series shall mean the Depositary with respect to the  
Convertible Debt Securities of that series.  
  
 "Designated Senior Debt" means any Senior Debt which, at the date of  
determination, has an aggregate principal amount outstanding of, or commitments  
to lend up to, at least $\_\_\_\_\_\_\_\_\_\_\_ and is specifically designated in the  
instrument evidencing or governing such Senior Debt as "Designated Senior Debt"  
for purposes of this Indenture (provided, however, that such instrument may  
place limitations and conditions on the right of such Senior Debt to exercise  
the rights of Designated Senior Debt).  
  
 "Distribution Date" means, within regard to the adjustment of the  
Conversion Price, the date for the distribution to the Holders of Rights of  
separate certificates evidencing such Rights.  
  
 "Distribution Record Date" means, in the event that the Company, by  
dividend or otherwise, distributes cash to Holders of its Common Stock  
(including any distributions of cash out of current or retained earnings of the  
Company, but excluding any cash that is distributed as part of a distribution  
requiring a Conversion Price adjustment pursuant to Section 1206(c)), the date  
fixed by the Company for determining the Holders entitled to such distribution.  
  
 "Dollar" or "$" means the coin or currency of the United States of  
America as at the time of payment is legal tender for the payment of public and  
private debts.  
  
 "Event of Default" has the meaning specified in Section 501.  
  
 "Excess Payment" means the excess of (x) the aggregate of the cash and  
fair market value of other consideration paid by the Company or any of its  
subsidiaries with respect to the shares acquired in a tender offer or other  
negotiated transaction over (y) the Daily Market Price   
  
  
  
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of such acquired shares on the Trading Day immediately after giving effect to  
the completion of such tender offer or other negotiated transaction.  
  
 "GAAP" means, as of the date of any determination with respect thereto,  
generally accepted accounting principles as used by the Financial Accounting  
Standards Board and/or the American Institute of Certified Public Accountants,  
consistently applied and maintained throughout the periods indicated.  
  
 "Global Exchange Agent" has the meaning specified in Section 304.  
  
 "Global Exchange Date" has the meaning specified in Section 304.  
  
 "Global Security" means a Convertible Debt Security issued to evidence  
all or part of a series of Convertible Debt Securities in accordance with  
Section 303.  
  
 "Government Obligations" means, in respect of any series of Convertible  
Debt Securities, securities of (i) the United States Government and/or the  
government of any State, possession, or jurisdiction of the United States or  
(ii) government agencies backed by the full faith and credit of such  
aforementioned governments.  
  
 "Holder", with respect to a Registered Security, means a Person in whose  
name such Registered Security is registered in the Security Register.  
  
 "Indebtedness" means (i) all items of indebtedness or liability (except  
capital and surplus) which in accordance with GAAP would be included in  
determining total liabilities as shown on the liability side of a balance sheet  
as at the date as of which indebtedness is to be determined, (ii) indebtedness  
secured by any Mortgage existing on property owned subject to such Mortgage,  
whether or not the indebtedness secured thereby shall have been assumed, and  
(iii) guarantees, endorsements (other than for purposes of collection) and other  
contingent obligations in respect of, or to purchase or otherwise acquire,  
indebtedness of others, unless the amount thereof is included in indebtedness  
under the preceding clause (i) or (ii); provided, however, that any obligations  
or guarantees of obligations in respect of lease rentals, whether or not such  
obligations or guarantees of obligations would be included as liabilities on a  
consolidated balance sheet of the Company and its Restricted Subsidiaries, shall  
not be included in Indebtedness.  
  
 "Indenture" means this instrument as originally executed or as it may  
from time to time be supplemented, amended or restated by or pursuant to one or  
more indentures supplemental hereto entered into pursuant to the applicable  
provisions hereof and, unless the context otherwise requires, shall include the  
terms of a particular series of Convertible Debt Securities established as  
contemplated by Section 301.  
  
 "Interest", when used with respect to an Original Issue Discount  
Security which by its terms bears interest only after Maturity, means interest  
payable after Maturity.  
  
 "Interest Payment Date", with respect to any Convertible Debt Security,  
means the Stated Maturity of an installment of interest on such Convertible Debt  
Security.  
  
  
  
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 "Maturity", when used with respect to any Convertible Debt Security,  
means the date on which the principal of such Convertible Debt Security becomes  
due and payable as therein or herein provided, whether at the Stated Maturity or  
by declaration of acceleration, call for redemption, repayment at the option of  
the Holder or otherwise.  
  
 "Mortgage" means and includes any mortgage, pledge, lien, security  
interest, conditional sale or other title retention agreement or other similar  
encumbrance.  
  
 "Officers' Certificate" means a certificate signed by the Chairman of  
the Board and Chief Executive Officer, the Chief Operating Officer, the  
President or a Vice President, and by the Chief Financial Officer and Treasurer,  
an Assistant Treasurer, the Secretary or an Assistant Secretary of the Company,  
and delivered to the Trustee.  
  
 "Opinion of Counsel" means a written opinion of counsel, who may (except  
as otherwise expressly provided in this Indenture) be an employee of or counsel  
for the Company, or who may be other counsel acceptable to the Trustee, which is  
delivered to the Trustee.  
  
 "Original Issue Discount Security" means any Convertible Debt Security  
which provides for an amount less than the principal amount thereof to be due  
and payable upon a declaration of acceleration of the Maturity thereof pursuant  
to Section 502.  
  
 "Outstanding", when used with respect to Convertible Debt Securities,  
means, as of the date of determination, all Convertible Debt Securities  
theretofore authenticated and delivered under this Indenture, except:  
  
 (i) Convertible Debt Securities theretofore cancelled by the  
 Trustee or delivered to the Trustee for cancellation;  
  
 (ii) Convertible Debt Securities or portions thereof for whose  
 payment or redemption money or Government Obligations in the necessary  
 amount has been theretofore deposited with the Trustee or any Paying  
 Agent (other than the Company) in trust or set aside and segregated in  
 trust by the Company (if the Company shall act as its own Paying Agent)  
 for the Holders of such Convertible Debt Securities; provided, however,  
 that if such Convertible Debt Securities are to be redeemed, notice of  
 such redemption has been duly given pursuant to this Indenture or  
 provision therefor satisfactory to the Trustee has been made; and  
  
 (iii) Convertible Debt Securities in exchange for or in lieu of  
 which other Convertible Debt Securities have been authenticated and  
 delivered, or which have been paid, pursuant to this Indenture;  
 provided, however, that in determining whether the Holders of the  
 requisite principal amount of Convertible Debt Securities Outstanding  
 have given any request, demand, authorization, direction, notice,  
 consent or waiver hereunder, Convertible Debt Securities owned by the  
 Company or any other obligor upon the Convertible Debt Securities or any  
 Affiliate of the Company or of such other obligor shall be disregarded  
 and deemed not to be Outstanding, except that, in determining whether  
 the Trustee shall be protected in relying upon such request, demand,  
 authorization, direction, notice, consent or waiver, only Convertible  
 Debt Securities which the Trustee knows to be so owned shall be so  
 disregarded. Convertible Debt   
  
  
  
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 Securities so owned which have been pledged in good faith may be  
 regarded as Outstanding if the pledgee establishes to the satisfaction  
 of the Trustee the pledgee's right so to act with respect to such  
 Convertible Debt Securities and that the pledgee is not the Company or  
 any other obligor upon the Convertible Debt Securities or any Affiliate  
 of the Company or of such other obligor.  
  
 "Paying Agent" means any Person authorized by the Company to pay the  
principal of (and premium, if any) or interest on any Convertible Debt  
Securities on behalf of the Company.  
  
 "Payment Blockage Notice" and "Payment Blockage Period's have the  
meaning specified in Section 1302.  
  
 "Person" means any individual, corporation, partnership, joint venture,  
association, joint-stock company, trust, unincorporated organization or  
government or any agency or political subdivision thereof.  
  
 "Place of Payment", when used with respect to the Convertible Debt  
Securities of any series means any place where the principal of (and premium, if  
any) and interest on the Convertible Debt Securities of that series are payable  
as specified as contemplated by Section 301, and/or any place where a Person  
holding or entitled to such Convertible Debt Securities may transfer, exchange,  
or present them for conversion pursuant to Section 1002.  
  
 "Predecessor Security" of any particular Convertible Debt Security means  
every previous Convertible Debt Security evidencing all or a portion of the same  
debt as that evidenced by such particular Convertible Debt Security; and, for  
the purposes of this definition, any Convertible Debt Security authenticated and  
delivered under Section 306 in lieu of a lost, destroyed or stolen Convertible  
Debt Security shall be deemed to evidence the same debt as the lost, destroyed  
or stolen Convertible Debt Security.  
  
 "Purchase Date" means, in the event that the Company or any Subsidiary  
consummates a tender offer or other negotiated transaction for all or any  
portion of the Company's Common Stock, the date of payment of such negotiated  
transaction consideration or expiration of such tender offer, as the case may  
be.  
  
 "Redemption Date", when used with respect to any Convertible Debt  
Security to be redeemed, means the date fixed for such redemption by or pursuant  
to this Indenture.  
  
 "Redemption Price", when used with respect to any Convertible Debt  
Security to be redeemed, means the price at which it is to be redeemed pursuant  
to this Indenture.  
  
 "Registered Security" means any Convertible Debt Security in the form of  
Registered Securities established pursuant to Section 201 which is registered in  
the Security Register, or following a conversion of Convertible Debt Securities  
to the Company's Common Stock, any Common Stock so registered.  
  
 "Regular Record Date" for the interest payable on any Interest Payment  
Date on the Registered Securities of any series means the date specified for  
that purpose as contemplated by Section 301.  
  
  
  
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 "Remarketing Entity", when used with respect to Convertible Debt  
Securities of any series which are repayable at the option of the Holders  
thereof before their Stated Maturity, means any person designated by the Company  
to purchase any such Convertible Debt Securities.  
  
 "Repayment Date", when used with respect to any Convertible Debt  
Security to be repaid upon exercise of an option for repayment by the Holder,  
means the date fixed for such repayment pursuant to this Indenture.  
  
 "Repayment Price", when used with respect to any Convertible Debt  
Security to be repaid upon exercise of an option for repayment by the Holder,  
means the price at which it is to be repaid pursuant to this Indenture.  
  
 "Representative" means the trustee, agent or representative (if any) for  
an issue of Senior Debt.  
  
 "Responsible Officer" when used with respect to the Trustee, means any  
officer of the Trustee assigned by it to administer its corporate trust matters.  
  
 "Rights" means rights or warrants, distributed by the Company, to  
subscribe for additional shares of the Company's Capital Stock, other than the  
Common Stock referred to in this Indenture.  
  
 "Security Register" and "Security Registrar" have the respective  
meanings specified in Section 305.  
  
 "Senior Debt" means the principal of, interest on and other amounts due  
on Indebtedness of the Company, whether outstanding on the date of the Indenture  
or thereafter created, incurred, assumed, or guaranteed by the Company; unless,  
in the instrument creating or evidencing or pursuant to which Indebtedness is  
outstanding, it is expressly provided that such Indebtedness is not senior in  
right of payment to the Convertible Debt Securities. Senior Debt includes, with  
respect to the obligations described above, interest accruing, pursuant to the  
terms of such Senior Debt, on or after the filing of any petition in bankruptcy  
or for reorganization relating to the Company, whether or not post-filing  
interest is allowed in such proceeding, at the rate specified in the instrument  
governing the relevant obligation. Notwithstanding anything to the contrary in  
the foregoing, Senior Debt shall not include: (a) Indebtedness of or amounts  
owed by the Company for compensation to employees, or for goods, services or  
materials purchased in the ordinary course of business; (b) Indebtedness of the  
Company to a Subsidiary of the Company or any officer, director or employee of  
the Company or any Subsidiary thereof, or (c) any liability for Federal, state,  
local or other taxes owed or owing by the Company.  
  
 "Special Record Date" for the payment of any Defaulted Interest means a  
date fixed by the Trustee pursuant to Section 307.  
  
 "Stated Maturity", when used with respect to any Convertible Debt  
Security or any installment of interest thereon, means the date specified in  
such Convertible Debt Security as the fixed date on which the principal of such  
Convertible Debt Security or such installment is due and payable.  
  
  
  
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 "Subsidiary" means any corporation more than 50% of the outstanding  
shares of Voting Stock, except for directors' qualifying shares, of which shall  
at the time be owned, directly or indirectly, by the Company or by one or more  
of the Subsidiaries, or by the Company and one or more other Subsidiaries.  
  
 "Trading Day" means (a) if the applicable security is listed or admitted  
for trading on the New York Stock Exchange (hereinafter, "NYSE") or another  
national securities exchange, a day on which the NYSE or another national  
securities exchange is open for business, or (b) if the applicable security is  
not so listed or admitted for trading, any day other than a Saturday or Sunday  
or a day on which banking institutions or trust companies are authorized or  
obligated by law or executive order to close.  
  
 "Trust Indenture Act" means the Trust Indenture Act of 1939 as in force  
at the date as of which this instrument was executed, except as provided in  
Section 905.  
  
 "Trustee" means the Person named as the "Trustee" in the first paragraph  
of this instrument until a successor Trustee shall have become such pursuant to  
the applicable provisions of this Indenture, and thereafter "Trustee" shall mean  
or include each Person who is then a Trustee hereunder, and if at any time there  
is more than one such Person, "Trustee" as used with respect to the Convertible  
Debt Securities of any series shall mean the Trustee with respect to Convertible  
Debt Securities of that series.  
  
 "United States" means the United States of America (including the  
District of Columbia) and its possessions and jurisdictions.  
  
 "Voting Stock", as applied to the stock (or the equivalent thereof) of  
any corporation, means stock (or the equivalent thereof) of any class or  
classes, however designated, entitled in the ordinary course to vote in an  
election of directors of such corporation, other than stock (or such equivalent)  
having such power only by reason of the happening of a contingency.  
  
 Section 102. Compliance Certificates and Opinions.  
  
 Upon any application or request by the Company to the Trustee to take  
any action under any provision of this Indenture, the Company shall furnish to  
the Trustee, if so requested by the Trustee, an Officers' Certificate stating  
that all conditions precedent, if any, provided for in this Indenture relating  
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, if any, have  
been complied with, except that in the case of any such application or request  
as to which the furnishing of such documents is specifically required by any  
provision of this Indenture relating to such particular application or request,  
no additional certificate or opinion need be furnished.  
  
 Every certificate or opinion with respect to compliance with a condition  
or covenant provided for in this Indenture shall include:  
  
 (1) a statement that each individual signing such certificate or  
opinion has read such covenant or condition and the definitions herein relating  
thereto;  
  
  
  
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 (2) a brief statement as to the nature and scope of the  
examination or investigation upon which the statements or opinions contained in  
such certificate or opinion are based;  
  
 (3) a statement that, in the opinion of each such individual, he  
or she has made such 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, in the opinion of each such  
individual, such condition or covenant has been complied with.  
  
 Section 103. Form of Documents Delivered to Trustee.  
  
 In any case where several matters are required to be certified by, or  
covered by an opinion of, any specified Person, it is not necessary that all  
such matters be certified by, or covered by the opinion of, only one such  
Person, or that they be so certified or covered by only one document, but one  
such Person may certify or give an opinion with respect to some matters and one  
or more other such Persons as to other matters, and any such Person may certify  
or give an opinion as to such matters in one or several documents.  
  
 Any certificate or opinion of an officer of the Company may be based,  
insofar as it relates to legal matters, upon a certificate or opinion of, or  
representations by, counsel, unless such officer knows, or in the exercise of  
reasonable care should know, that the certificate or opinion or representations  
with respect to the matters upon which his or her certificate or opinion is  
based is erroneous. Any such certificate or Opinion of Counsel may be based,  
insofar as it relates to factual matters, upon a certificate or opinion of, or  
representations by, an officer or officers of the Company stating that the  
information with respect to such factual matters is in the possession of the  
Company, unless such counsel knows, or in the exercise of reasonable care should  
know, that the certificate or opinions or representations with respect to such  
matters is erroneous.  
  
 Where any Person is required to make, give or execute two or more  
applications, requests, consents, certificates, statements, opinions or other  
instruments under this Indenture, they may, but need not, be consolidated and  
form one instrument.  
  
 Section 104. Acts of Holders.  
  
 (a) Any request, demand, authorization, direction, notice,  
consent, waiver or other action provided by this Indenture to be given or taken  
by Holders may be embodied in and evidenced by one or more instruments of  
substantially similar tenor signed by such Holders in person or by an agent duly  
appointed in writing. Except as herein otherwise expressly provided, such action  
shall become effective when such instrument or instruments or record or both are  
delivered to the Trustee, and, where it is hereby expressly required, to the  
Company. Such instrument or instruments and any such record (and the action  
embodied therein and evidenced thereby) are herein sometimes referred to as the  
"Act" of the Holders signing such instrument or instruments and so voting at any  
such meeting. Proof of execution of any such instrument or of a writing  
appointing any such agent, or the holding by any Person of a Convertible Debt  
Security, shall be sufficient for any purpose of this Indenture and (subject to  
Section 601) conclusive in favor of the Trustee and the Company, if made in the  
manner provided in this Section. The   
  
  
  
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record of any meeting of Holders of Convertible Debt Securities shall be proved  
in the manner provided in Section 1606.  
  
 (b) The fact and date of the execution by any Person of any such  
instrument or writing may be proved in any manner which the Trustee deems  
sufficient.  
  
 (c) The ownership of Registered Securities shall be proved by the  
Security Register.  
  
 (d) Any request, demand, authorization, direction, notice,  
consent, waiver or other Act of the Holder of any Convertible Debt Security  
shall bind every future holder of the same Convertible Debt Security and the  
Holder of every Convertible Debt Security issued upon the registration of  
transfer thereof or in exchange therefor or in lieu thereof in respect of  
anything done, suffered or omitted by the Trustee or the Company in reliance  
thereon, whether or not notation of such action is made upon such Convertible  
Debt Security.  
  
 (e) For purposes of determining the principal amount of  
Outstanding Convertible Debt Securities of any series the Holders of which are  
required, requested or permitted to give any request, demand, authorization,  
direction, notice, consent, waiver or take any other Act under this Indenture,  
each Original Issue Discount Security shall be deemed to have the principal  
amount determined by the Trustee that could be declared to be due and payable  
pursuant to the terms of such Original Issue Discount Security as of the date  
there is delivered to the Trustee and, where it is hereby expressly required, to  
the Company, such Act by Holders of the required aggregate principal amount of  
the Outstanding Convertible Debt Securities of such series.  
  
 (f) The Company may set any day as a record date for the purpose  
of determining the Holders of Outstanding Convertible Debt Securities of any  
series entitled to give, make or take any request, demand, authorization,  
direction, notice, consent, waiver or other action provided or permitted by this  
Indenture to be given, made or taken by Holders of Convertible Debt Securities  
of such series, provided that the Company may not set a record date for, and the  
provisions of this paragraph shall not apply with respect to, the giving or  
making of any notice, declaration, request or direction referred to in the next  
paragraph. If any record date is set pursuant to this paragraph, the Holders of  
Outstanding Convertible Debt Securities of the relevant series on such record  
date, and no other Holders, shall be entitled to take the relevant action,  
whether or not such Holders remain Holders after such record date; provided that  
no such action shall be effective hereunder unless taken on or prior to the  
applicable Expiration Date (as defined below) by Holders of the requisite  
principal amount of Outstanding Convertible Debt Securities of such series on  
such record date. Nothing in this paragraph shall be construed to prevent the  
Company from setting a new record date for any action for which a record date  
has previously been set pursuant to this paragraph (whereupon the record date  
previously set shall automatically and with no action by any Person be cancelled  
and of no effect), and nothing in this paragraph shall be construed to render  
ineffective any action taken by Holders of the requisite principal amount of  
Outstanding Convertible Debt Securities of the relevant series on the date such  
action is taken. Promptly after any record date is set pursuant to this  
paragraph, the Company, at its own expense, shall cause notice of such record  
date, the proposed action by Holders and the applicable Expiration Date to be  
given to the Trustee in writing and to each   
  
  
  
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Holder of Convertible Debt Securities of the relevant series in the manner set  
forth in Section 106.  
  
 The Trustee may set any day as a record date for the purpose of  
determining the Holders of Outstanding Convertible Debt Securities of any series  
entitled to join in the giving or making of (i) any notice of an Event of  
Default, (ii) any declaration of acceleration referred to in Xxxxxxx 000, (xxx)  
any request to institute proceedings referred to in Section 507(2), or (iv) any  
direction referred to in Section 512, in each case with respect to Convertible  
Debt Securities of such series. If any record date is set pursuant to this  
paragraph, the Holders of Outstanding Convertible Debt Securities of such series  
on such record date, and no other Holders, shall be entitled to join in such  
notice, declaration, request or direction, whether or not such Holders remain  
Holders after such record date; provided that no such action shall be effective  
hereunder unless taken on or prior to the applicable Expiration Date by Holders  
of the requisite principal amount of Outstanding Convertible Debt Securities of  
such series on such record date. Nothing in this paragraph shall be construed to  
prevent the Trustee from setting a new record date for any action for which a  
record date has previously been set pursuant to this paragraph (whereupon the  
record date previously set shall automatically and with no action by any Person  
be cancelled and of no effect), and nothing in this paragraph shall be construed  
to render ineffective any action taken by Holders of the requisite principal  
amount of Outstanding Convertible Debt Securities of the relevant series on the  
date such action is taken. Promptly after any record date is set pursuant to  
this paragraph, the Trustee, at the Company's expense, shall cause notice of  
such record date, the proposed action by Holders and the applicable Expiration  
Date to be given to the Company in writing and to each Holder of Convertible  
Debt Securities of the relevant series in the manner set forth in Section 106.  
  
 With respect to any record date set pursuant to this Section, the party  
hereto which sets such record dates may designate any day as the "Expiration  
Date" and from time to time may change the Expiration Date to any earlier or  
later day; provided that no such change shall be effective unless notice of the  
proposed new Expiration Date is given to the other party hereto in writing, and  
to each Holder of Convertible Debt Securities of the relevant series in the  
manner set forth in Section 106, on or prior to the existing Expiration Date. If  
an Expiration Date is not designated with respect to any record date set  
pursuant to this Section, the party hereto which set such record date shall be  
deemed to have initially designated the 180th day after such record date as the  
Expiration Date with respect thereto, subject to its right to change the  
Expiration Date as provided in this paragraph.  
  
 Section 105. Notices, etc., to Trustee and Company.  
  
 Any request, demand, authorization, direction, notice, consent, waiver  
or other Act of Holders or other document provided or permitted by this  
Indenture to be made upon, given or furnished to, or filed with,  
  
 (1) the Trustee by any Holder or by the Company shall be  
sufficient for every purpose hereunder (unless otherwise herein expressly  
provided), if in writing and sent by certified mail or by courier to the Trustee  
at its Corporate Trust Office, or  
  
  
  
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 (2) the Company by the Trustee or by any Holder shall be  
sufficient for every purpose hereunder (unless otherwise herein expressly  
provided) if in writing and sent by certified mail or by courier to the Company  
addressed to the attention of its Corporate Secretary at the address of its  
principal office specified in the first paragraph of this instrument or at any  
other address previously furnished in writing to the Trustee by the Company.  
  
 Section 106. Notice to Holders; Waiver.  
  
 Except as otherwise expressly provided herein, where this Indenture  
provides for notice to Holders of any event, such notice shall be sufficiently  
given to Holders of Registered Securities if in writing and mailed, first-class  
postage prepaid, to each Holder of a Registered Security affected by such event,  
at such Holder's address as it appears in the Security Register, not later than  
the latest date, and not earlier than the earliest date, prescribed for the  
giving of such notice.  
  
 In case, by reason of the suspension of or irregularities in regular  
mail service or for any other reason, it shall be impossible or impracticable to  
mail notice of any event to Holders of Registered Securities when said notice is  
required to be given pursuant to any provision of this Indenture or of the  
Convertible Debt Securities, then any manner of giving such notice as shall be  
satisfactory to the Trustee shall be deemed to be a sufficient giving of such  
notice. In any case where notice to Holders of Registered Securities is to be  
given by mail, neither the failure to mail such notice, nor any defect in any  
notice so mailed, to any particular Holder of a Registered Security shall affect  
the sufficiency of such notice with respect to other Holders of Registered  
Securities.  
  
 Where this Indenture provides for notice in any manner, such notice may  
be waived in writing by the Person entitled to receive such notice, either  
before or after the event, and such waiver shall be the equivalent of such  
notice. Waivers of notice by Holders shall be filed with the Trustee, but such  
filing shall not be a condition precedent to the validity of any action taken in  
reliance upon such waiver.  
  
 Section 107. Conflict with Trust Indenture Act.  
  
 If any provision hereof limits, qualifies or conflicts with another  
provision hereof which is required to be included in this Indenture by any of  
the provisions of the Trust Indenture Act, such required provision shall  
control.  
  
 Section 108. Effect of Headings and Table of Contents.  
  
 The Article and Section headings herein and the Table of Contents are  
for convenience only and shall not affect the construction hereof.  
  
 Section 109. Successors and Assigns.  
  
 All covenants and agreements in this Indenture by the Company shall bind  
its successors and assigns, whether so expressed or not.  
  
  
  
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 Section 110. Separability Clause.  
  
 In case any provision in this Indenture or in the Convertible  
Debt Securities shall be invalid, illegal or unenforceable, the validity,  
legality and enforceability of the remaining provisions shall not in any way be  
affected or impaired thereby.  
  
 Section 111. Benefits of Indenture.  
  
 Nothing in this Indenture or in the Convertible Debt Securities shall  
give to any Person, other than the parties hereto and their successors  
hereunder, any Paying Agent and the Holders, any benefit or any legal or  
equitable right, remedy or claim under this Indenture.  
  
 Section 112. Governing Law.  
  
 This Indenture and the Convertible Debt Securities shall be governed by  
and construed in accordance with the laws of the State of Delaware.  
  
 Section 113. Legal Holidays.  
  
 In any case where any Interest Payment Date, Redemption Date, Repayment  
Date or Stated Maturity of any Convertible Debt Security shall not be a Business  
Day at any Place of Payment, then (notwithstanding any other provision of this  
Indenture or of the Convertible Debt Securities) payment of interest or  
principal (and premium, if any) need not be made at such Place of Payment on  
such date, but may be made on the next succeeding Business Day at such Place of  
Payment with the same force and effect as if made on the Interest Payment Date,  
Redemption Date, Repayment Date or at the Stated Maturity, and no interest shall  
accrue on the amount so payable for the period from and after such Interest  
Payment Date, Redemption Date, Repayment Date or Stated Maturity, as the case  
may be.  
  
 Section 114. Exemption from Individual Liability.  
  
 No recourse under or upon any obligation, covenant or agreement of this  
Indenture, or of any Convertible Debt Security, or for any claim based thereon  
or otherwise in respect thereof, shall be had against any incorporator,  
stockholder, officer or director, as such, past, present or future, of the  
Company or of any successor corporation, either directly or through the Company,  
whether by virtue of any constitution, statute or rule of law, or by the  
enforcement of any assessment or penalty or otherwise; it being expressly  
understood that this Indenture and the obligations issued hereunder are solely  
corporate obligations of the Company, and that no such personal liability  
whatever shall attach to, or is or shall be incurred by, the incorporators,  
stockholders, officers or directors, as such, of the Company or of any successor  
corporation, or any of them, because of the creation of the indebtedness hereby  
authorized, or under or by reason of the obligations, covenants or agreements  
contained in this Indenture or in any of the Convertible Debt Securities or  
implied therefrom; and that any and all such personal liability, either at  
common law or in equity or by constitution or statute, of, and any and all such  
rights and claims against, every such incorporator, stockholder, officer or  
director, as such, because of the creation of the indebtedness hereby  
authorized, or under or by reason of the obligations, covenants or agreements  
contained in this Indenture or in any of the Convertible Debt Securities,  
  
  
  
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are hereby expressly waived and released as a condition of, and as a  
consideration for, the execution of this Indenture and the issue of such  
Convertible Debt Securities.  
  
 Section 115. Counterparts.  
  
 This Indenture may be executed in any number of counterparts, each of  
which so executed shall be deemed to be an original, but all such counterparts  
shall together constitute but one and the same Indenture.  
  
 ARTICLE II.  
  
 CONVERTIBLE DEBT SECURITY FORMS  
  
 Section 201. Forms Generally.  
  
 The Registered Securities of each series shall be in substantially the  
form (including temporary or permanent global form) as shall be established in  
or pursuant to a Board Resolution or in one or more indentures supplemental  
hereto, in each case with such appropriate insertions, omissions, substitutions  
and other variations as are required or permitted by this Indenture, and may  
have such letters, numbers or other marks of identification and such legends or  
endorsements placed thereon, as may be required to comply with the rules of any  
securities exchange, or as may, consistently herewith, be determined by the  
officers executing such Convertible Debt Securities, as evidenced by their  
signatures on the Convertible Debt Securities. If the form of Convertible Debt  
Securities of any series (including any such Global Security) is established by  
action taken pursuant to a Board Resolution, a copy of an appropriate record of  
such action shall be certified by the Corporate Secretary or an Assistant  
Corporate Secretary of the Company and delivered to the Trustee at or prior to  
the delivery of the Company Order contemplated by Section 303 for the  
authentication and delivery of such Convertible Debt Securities.  
  
 The definitive Convertible Debt Securities shall be printed,  
lithographed or engraved on steel engraved borders or may be produced in any  
other manner, all as determined by the officers executing such Convertible Debt  
Securities, as evidenced by the execution of such Convertible Debt Securities.  
  
Section 202. Form of Trustee's Certificate of Authentication.  
  
 This is one of the Convertible Debt Securities, of the series designated  
herein, described in the within-mentioned Indenture.  
  
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 as Trustee  
  
  
 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Authorized Officer  
  
  
  
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 Section 203. Convertible Debt Securities in Global Form.  
  
 If Convertible Debt Securities of a series are issuable in whole or in  
part in global form, as specified as contemplated by Section 301, then,  
notwithstanding clause (9) of Section 301 and the provisions of Section 302,  
such Global Security shall represent such of the outstanding Convertible Debt  
Securities of such series as shall be specified therein and may provide that it  
shall represent the aggregate amount of Outstanding Convertible Debt Securities  
from time to time endorsed thereon and that the aggregate amount of Outstanding  
Convertible Debt Securities represented thereby may from time to time be reduced  
to reflect exchanges. Any endorsement of a Global Security to reflect the  
amount, or any increase or decrease in the amount, of Outstanding Convertible  
Debt Securities represented thereby shall be made in such manner and upon  
instructions given by such Person or Persons as shall be specified therein or in  
the Company Order to be delivered to the Trustee pursuant to Section 303 or  
Section 304.  
  
 The provisions of the last sentence of Section 303(g) shall apply to any  
Convertible Debt Securities represented by a Convertible Debt Security in global  
form if such Convertible Debt Security was never issued and sold by the Company  
and the Company delivers to the Trustee the Convertible Debt Security in global  
form together with written instructions (which need not comply with Section 102  
and need not be accompanied by an Opinion of Counsel) with respect to the  
reduction in the principal amount of Convertible Debt Securities represented  
thereby, together with the written statement contemplated by the last sentence  
of Section 303(g).  
  
 Global Securities shall be issued in registered form and in permanent  
form.  
  
 ARTICLE III.  
  
 THE CONVERTIBLE DEBT SECURITIES  
  
 Section 301. Amount Unlimited; Issuance in Series.  
  
 The aggregate principal amount of Convertible Debt Securities which may  
be authenticated and delivered under this Indenture is unlimited.  
  
 The Convertible Debt Securities may be issued in one or more series.  
There shall be established in or pursuant to a Board Resolution, and set forth  
in an Officers' Certificate, or established in one or more indentures  
supplemental hereto, prior to the issuance of Convertible Debt Securities of any  
series:  
  
 (1) the title of the Convertible Debt Securities of the series  
(which shall distinguish the Convertible Debt Securities of the series from all  
other Convertible Debt Securities);  
  
 (2) the limit, if any, upon the aggregate principal amount of the  
Convertible Debt Securities of the series which may be authenticated and  
delivered under this Indenture (except for Convertible Debt Securities  
authenticated and delivered upon registration of transfer of, or in exchange  
for, or in lieu of, other Convertible Debt Securities of the series pursuant to  
Sections 304, 305, 306, 906, 1107 or 1503 and except for any Convertible Debt  
Securities which, pursuant to Section 303, are deemed never to have been  
authenticated and delivered hereunder);  
  
  
  
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 (3) the date or dates on which the principal and premium, if any,  
of the Convertible Debt Securities of the series are payable;  
  
 (4) the rate or rates, if any, at which the Convertible Debt  
Securities of the series shall bear interest, or the method or methods by which  
such rate or rates may be determined, the date or dates from which such interest  
shall accrue, the Interest Payment Dates on which such interest shall be  
payable, the Regular Record Date for the interest payable on any Registered  
Security on any Interest Payment Date and the circumstances, if any, in which  
the Company may defer interest payments;  
  
 (5) the place or places where, subject to the provisions of  
Section 1002, the principal of (and premium, if any) and interest on Convertible  
Debt Securities of the series shall be payable, any Registered Securities of the  
series may be surrendered for registration of transfer, Convertible Debt  
Securities of the series may be surrendered for exchange and notices and demands  
to or upon the Company in respect of the Convertible Debt Securities of the  
series and this Indenture may be served and where notices to Holders pursuant to  
Section 106 will be published;  
  
 (6) if applicable, the period or periods within which or the date  
or dates on which, the price or prices at which and the terms and conditions  
upon which Convertible Debt Securities of the series may be redeemed, in whole  
or in part, at the option of the Company;   
  
 (7) the manner of calculating the Conversion Price and any  
adjustments thereto, events or circumstances that may result in adjustments of  
the Conversion Price, the amount of any premium payable in connection with  
conversion, the date or dates on which conversion may be made, and the places at  
which the Convertible Debt Securities may be exchanged for shares of Common  
Stock (or for shares of Common Stock and certificates evidencing the unconverted  
portion of the Convertible Debt Securities) and cash may be received in lieu of  
fractional shares of Common Stock;  
  
 (8) events or circumstances that will constitute Events of  
Default or give the holders of Convertible Debt Securities the right to  
accelerate maturity of the Convertible Debt Securities to the extent not already  
set forth herein;  
  
 (9) the obligation, if any, of the Company to redeem, repay or  
purchase Convertible Debt Securities of the series pursuant to any sinking fund  
or analogous provisions or at the option of a Holder thereof and the period or  
periods within which, the price or prices at which and the terms and conditions  
upon which Convertible Debt Securities of the series shall be redeemed, repaid  
or purchased, in whole or in part, pursuant to such obligation;  
  
 (10) whether the Convertible Debt Securities of the series shall  
be issued in whole or in part in the form of a Global Security or Securities  
and, in such case, the Depositary and Global Exchange Agent for such Global  
Security or Securities, whether such global form shall be permanent or temporary  
and, if applicable, the Global Exchange Date;  
  
 (11) if Convertible Debt Securities of the series are to be  
issuable initially in the form of a temporary Global Security, the circumstances  
under which the temporary Global Security can be exchanged for definitive  
Convertible Debt Securities and whether the definitive  
  
  
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Convertible Debt Securities will be in global form and whether interest in  
respect of any portion of such Global Security payable in respect of an Interest  
Payment Date prior to the Global Exchange Date shall be paid to any clearing  
organization with respect to a portion of such Global Security held for its  
account and, in such event, the terms and conditions (including any  
certification requirements) upon which any such interest payment received by a  
clearing organization will be credited to the Persons entitled to interest  
payable on such Interest Payment Date if other than as provided in this Article  
III;  
  
 (12) the denominations in which any Registered Securities of the  
series shall be issuable, if other than denominations of $1,000 and any integral  
multiple thereof;  
  
 (13) if other than the principal amount thereof, the portion of  
the principal amount of Convertible Debt Securities of the series which shall be  
payable upon declaration of acceleration of the Maturity thereof pursuant to  
Section 502;  
  
 (14) if the amount of payments of principal of (and premium, if  
any) or interest on the Convertible Debt Securities of the series may be  
determined with reference to an index, the manner in which such amounts shall be  
determined;  
  
 (15) any other covenant or warranty included for the benefit of  
the Convertible Debt Securities of the series in addition to (and not  
inconsistent with) those set forth herein for the benefit of Convertible Debt  
Securities of all series, or any other covenant or warranty included for the  
benefit of Convertible Debt Securities of the series in lieu of any covenant or  
warranty set forth herein for the benefit of Convertible Debt Securities of all  
series, or any provision that any covenant or warranty set forth herein for the  
benefit of Convertible Debt Securities of all series shall not be for the  
benefit of Convertible Debt Securities of such series, or any combination of  
such covenants, warranties or provisions and the applicability, if any, of the  
provisions of Section 1010 to such covenants and warranties;  
  
 (16) the terms and conditions, if any, pursuant to which the  
Company's obligations under this Indenture may be terminated through the deposit  
of money or Government Obligations as provided in Articles IV and XVII;  
  
 (17) the Person or Persons who shall be Security Registrar for  
the Convertible Debt Securities of such series if other than the Trustee, and  
the place or places where the Security Register for such series shall be  
maintained and the Person or Persons who will be the initial Paying Agent or  
Agents, if other than the Trustee; and  
  
 (18) any other terms of the series (which terms shall not be  
inconsistent with the provisions of this Indenture).  
  
 All Convertible Debt Securities of any one series shall be substantially  
identical except, in the case of Registered Securities, as to denomination and  
except as may otherwise be provided in or pursuant to such Board Resolution and  
set forth in such Officers' Certificate or in any such indenture supplemental  
hereto.  
  
 Convertible Debt Securities of any particular series may be issued at  
various times, with different dates on which the principal or any installment of  
principal is payable, with different   
  
  
  
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rates of interest, if any, or different methods by which rates of interest may  
be determined, with different dates on which such interest may be payable and  
with different Redemption or Repayment Dates; provided, however, that all  
Convertible Debt Securities be denominated and payable in only U.S. dollars.  
  
 If any of the terms of a series of Convertible Debt Securities are  
established by action taken pursuant to a Board Resolution, a copy of an  
appropriate record of such action shall be certified by the Secretary or an  
Assistant Secretary of the Company and delivered to the Trustee at or prior to  
the delivery of the Officers' Certificate setting forth the terms of the series.  
  
 Section 302. Denominations.  
  
 Convertible Debt Securities of each series shall be issuable in such  
form and denominations as shall be specified in the form of Convertible Debt  
Security for such series approved or established pursuant to Section 201 or in  
the Officers' Certificate delivered pursuant to Section 301. In the absence of  
any specification with respect to the Convertible Debt Securities of any series,  
the Registered Securities of such series, if any, shall be issuable in  
denominations of $1,000 and any integral multiple thereof.  
  
 Section 303. Execution, Authentication, Delivery and Dating.  
  
 (a) The Convertible Debt Securities shall be executed on behalf  
of the Company by its Chairman of the Board and Chief Executive Officer, the  
Chief Operating Officer, the President or a Vice President, and by its Treasurer  
or one of its Assistant Treasurers or its Secretary or one of its Assistant  
Secretaries under its corporate seal reproduced thereon. The signature of any of  
these officers on the Convertible Debt Securities may be manual or facsimile.  
  
 Convertible Debt Securities bearing the manual or facsimile  
signatures of individuals who were at any time the proper officers of the  
Company shall bind the Company, notwithstanding that such individuals or any of  
them have ceased to hold such offices prior to the authentication and delivery  
of such Convertible Debt Securities of any series or did not hold such offices  
at the date of such Convertible Debt Securities.  
  
 (b) At any time and from time to time after the execution and  
delivery of this Indenture, Convertible Debt Securities of any series may be  
executed by the Company and delivered to the Trustee for authentication, and,  
except as otherwise provided in this Article III, shall thereupon be  
authenticated and delivered by the Trustee upon Company Order, without any  
further action by the Company; provided, however, that in the case of a  
temporary Global Security, only if the Company or its agent shall have received  
the certification required pursuant to Sections 304(b)(iii) and (iv), unless  
such certification shall have been provided earlier pursuant to section  
304(b)(v) hereof, and only if the Company has no reason to know that such  
certification is false.  
  
 To the extent authorized in or pursuant to a Board Resolution and set  
forth in an Officers' Certificate, or established in one or more indentures  
supplemental hereto, such written Company Order may be given by any one officer  
or employee of the Company, may be electronically transmitted, and may provide  
instructions as to registration of holders, principal amounts, rates of  
  
  
  
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interest, maturity dates and other matters contemplated by such Board Resolution  
and Officers' Certificate or supplemental indenture to be so instructed in  
respect thereof. Before authorizing and delivering the first Convertible Debt  
Securities of any series (and upon request of the Trustee thereafter), the  
Company shall deliver to the Trustee (i) the certificates called for under  
Sections 201 and 301 hereof and (ii) an Opinion of Counsel described in the next  
sentence.  
  
 In authenticating such Convertible Debt Securities, and accepting the  
additional responsibilities under this Indenture in relation to any such  
Convertible Debt Securities, the Trustee shall be entitled to receive, prior to  
the initial authentication of such Convertible Debt Securities, and (subject to  
Section 601) shall be fully protected in relying upon:  
  
 (i) a Board Resolution relating thereto and, if applicable, an  
 appropriate record of any action taken pursuant to such resolution  
 certified by the Secretary or an Assistant Secretary of the Company;  
  
 (ii) an executed supplemental indenture, if any, relating  
 thereto;  
  
 (iii) an Officers' Certificate setting forth the form and terms  
 of the Convertible Debt Securities of such series, pursuant to Sections  
 201 and 301 and stating that all conditions precedent provided for in  
 this Indenture relating to the issuance of such Convertible Debt  
 Securities have been complied with; and  
  
 (iv) an Opinion of Counsel stating  
  
 (A) that the form of such Convertible Debt Securities has  
 been established in or pursuant to a Board Resolution or by a  
 supplemental indenture as permitted by Section 201 in conformity  
 with the provisions of this Indenture;  
  
 (B) that the terms of such Convertible Debt Securities  
 have been established in or pursuant to a Board Resolution or by  
 a supplemental indenture as permitted by Section 301 in  
 conformity with the provisions of this Indenture; and  
  
 (C) that such Convertible Debt Securities, when  
 authenticated and delivered by the Trustee and issued by the  
 Company in the manner and subject to any conditions specified in  
 such Opinion of Counsel, will constitute valid and binding  
 obligations of the Company, enforceable in accordance with their  
 terms, subject, as to enforcement of remedies, to applicable  
 bankruptcy, reorganization, insolvency, moratorium or other laws  
 affecting creditors' rights generally and the application of  
 general principles of equity.  
  
 (c) If the Company shall establish pursuant to Section 301 that  
the Convertible Debt Securities of a series are to be issued in whole or in part  
in the form of one or more Global Securities, then the Company shall execute and  
the Trustee shall, in accordance with this Section and the Company Order with  
respect to such series, authenticate and deliver one or more Global Securities  
in permanent or temporary form that (i) shall represent and shall be denominated  
in an aggregate amount equal to the aggregate principal amount of the  
Outstanding Convertible Debt Securities of such series to be represented by one  
or more Global Securities, (ii) shall be registered in the name of the  
Depositary for such Global Security or   
  
  
  
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Securities or the nominee of such Depositary and (iii) shall be delivered by the  
Trustee to such Depositary or pursuant to such Depositary's instructions.  
  
 (d) The Trustee shall have the right to decline to authenticate  
and deliver any Convertible Debt Securities under this Section 303 if the  
issuance of such Convertible Debt Securities will adversely affect the Trustee's  
own rights, duties or immunities under the Convertible Debt Securities and this  
Indenture or otherwise in a manner which is not reasonably acceptable to the  
Trustee.  
  
 (e) Each Registered Security shall be dated the date of its  
authentication.  
  
 (f) No Convertible Debt Security shall be entitled to any benefit  
under this Indenture or be valid or obligatory for any purpose, unless there  
appears on such Convertible Debt Security a certificate of authentication  
substantially in the form provided for herein executed by the Trustee, and such  
certificate upon any Convertible Debt Security shall be conclusive evidence, and  
the only evidence, that such Convertible Debt Security has been duly  
authenticated and delivered hereunder. Notwithstanding the foregoing, if any  
Convertible Debt Security or portion thereof shall have been duly authenticated  
and delivered hereunder but never issued and sold by the Company, and the  
Company shall deliver such Convertible Debt Security to the Trustee for  
cancellation as provided in Section 309 together with a written statement (which  
need not comply with Section 102 and need not be accompanied by an Opinion of  
Counsel) stating that such Convertible Debt Security or portion thereof has  
never been issued and sold by the Company, for all purposes of this Indenture  
such Convertible Debt Security shall be deemed never to have been authenticated  
and delivered hereunder and shall never be entitled to the benefits of this  
Indenture.  
  
 (g) Each Depositary designated pursuant to Section 301 for a  
Global Security in registered form must, at the time of its designation and at  
all times while it serves as Depositary, be a clearing agency registered under  
the Securities Exchange Act of 1934 and any other applicable statute or  
regulation.  
  
 Section 304. Temporary Convertible Debt Securities.  
  
 (a) Pending the preparation of definitive Convertible Debt  
Securities of any series, the Company may execute, and upon receipt of documents  
required by Sections 301 and 303, together with a Company Order, the Trustee  
shall authenticate and deliver, temporary Convertible Debt Securities which are  
printed, lithographed, typewritten, mimeographed or otherwise produced, in any  
denomination, substantially of the tenor and terms of the definitive Convertible  
Debt Securities in lieu of which they are issued in registered form, and with  
such appropriate insertions, omissions, substitutions and other variations as  
the officers executing such Convertible Debt Securities may determine, as  
evidenced by their signatures on such Convertible Debt Securities.  
  
 (b) Unless otherwise provided pursuant to Section 301:  
  
 (i) Except in the case of temporary Convertible Debt Securities  
 in global form, if temporary Convertible Debt Securities of any series  
 are issued, the Company will cause definitive Convertible Debt  
 Securities of such series to be prepared   
  
  
  
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 without unreasonable delay. After the preparation of definitive  
 Convertible Debt Securities of such series, the related temporary  
 Convertible Debt Securities shall be exchangeable for such definitive  
 Convertible Debt Securities upon surrender of the temporary Convertible  
 Debt Securities of such series at the office or agency of the Company in  
 the Place of Payment for such series, without charge to the Holder. Upon  
 surrender for cancellation of any one or more temporary Convertible Debt  
 Securities of any series, the Company shall execute and the Trustee  
 shall authenticate and deliver in exchange therefor a like principal  
 amount of definitive Convertible Debt Securities of the same series of  
 like tenor and terms and of authorized denominations.  
  
 (ii) If Convertible Debt Securities of any series are issued in  
 temporary global form, any such temporary Global Security shall, unless  
 otherwise provided pursuant to Section 301, be delivered to the  
 Depositary for the benefit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for credit to the  
 respective accounts of the beneficial owners of such Convertible Debt  
 Securities (or to such other accounts as they may direct).  
  
 (iii) Without unnecessary delay but in any event not later than  
 the date specified in, or determined pursuant to the terms of, any such  
 temporary Global Security (the "Global Exchange Date"), the Company  
 shall deliver definitive Convertible Debt Securities to the Trustee or  
 the agent appointed by the Company pursuant to Section 301 to effect the  
 exchange of the temporary Global Security for definitive Convertible  
 Debt Securities (the "Global Exchange Agent"), in an aggregate principal  
 amount equal to the principal amount of such temporary Global Security,  
 executed by the Company. On or after the Global Exchange Date, such  
 temporary Global Security shall be surrendered by the Depositary to the  
 Global Exchange Agent, to be exchanged, in whole or from time to time in  
 part, for definitive Convertible Debt Securities without charge and the  
 Trustee or the Global Exchange Agent, if authorized by the Trustee  
 pursuant to Section 614, shall authenticate and deliver, in exchange for  
 each portion of such temporary Global Security, an equal aggregate  
 principal amount of definitive Convertible Debt Securities of the same  
 series of authorized denominations and of like tenor and terms as the  
 portion of such temporary Global Security to be exchanged. Upon any  
 exchange of a part of such temporary Global Security for definitive  
 Convertible Debt Securities, the portion of the principal amount and any  
 interest thereon so exchanged shall be endorsed by the Global Exchange  
 Agent on a schedule to such temporary Global Security, whereupon the  
 principal amount and interest payable with respect to such temporary  
 Global Security shall be reduced for all purposes by the amount so  
 exchanged and endorsed. The definitive Convertible Debt Securities to be  
 delivered in exchange for any such temporary Global Security shall be in  
 registered form or global registered form, or any combination thereof,  
 as specified as contemplated by Section 301, and, if any combination  
 thereof is so specified, as requested by the beneficial owner thereof.  
  
 (iv) The interest of a beneficial owner of Convertible Debt  
 Securities of a series in a temporary Global Security shall be exchanged  
 for definitive Convertible Debt Securities of the same series and of  
 like tenor and terms following the Global Exchange Date when the account  
 holder instructs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to request such exchange on such  
 account holder's behalf. Unless otherwise specified in such temporary  
 Global Security, any such exchange shall be made free of charge to the  
 beneficial owners   
  
  
  
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 of such temporary Global Security, except that a Person receiving  
 definitive Convertible Debt Securities must bear the cost of insurance,  
 postage, transportation and the like in the event that such Person does  
 not take delivery of such definitive Convertible Debt Securities in  
 person at the offices of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  
  
 (v) Until exchanged in full as hereinabove provided, the  
 temporary Convertible Debt Securities of any series shall in all  
 respects be entitled to the same benefits under this Indenture as  
 definitive Convertible Debt Securities of the same series and of like  
 tenor and terms authenticated and delivered hereunder. Any interest so  
 received by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and not paid as herein provided prior to  
 the Global Exchange Date shall be returned to the Global Exchange Agent  
 which, upon expiration of 2 years after such Interest Payment Date,  
 shall repay such interest to the Company in accordance with Section  
 1003.  
  
 Section 305. Registration; Registration of Transfer and Exchange.  
  
 The Company shall cause to be kept at one of the offices or agencies to  
be maintained by the Company in accordance with the provisions of this Section  
305 and Section 1002, with respect to the Convertible Debt Securities of each  
series which are Registered Securities, a register (herein sometimes referred to  
as the "Security Register") in which, subject to such reasonable regulations as  
it may prescribe, the Company shall provide for the registration of Registered  
Securities and of transfers of Registered Securities. Pursuant to Section 301,  
the Company shall appoint, with respect to Convertible Debt Securities of each  
series which are Registered Securities, a "Security Registrar" for the purpose  
of registering such Convertible Debt Securities and transfers and exchanges of  
such Convertible Debt Securities as herein provided.  
  
 Upon surrender for registration of transfer of any Registered Security  
of any series at the office or agency of the Company maintained for such  
purpose, the Company shall execute, and the Trustee shall authenticate and  
deliver, in the name of the designated transferee or transferees, one or more  
new Registered Securities of the same series of any authorized denomination or  
denominations, of like tenor and terms and aggregate principal amount.  
  
 At the option of the Holder, Registered Securities of any series may be  
exchanged for other Registered Securities of the same series of any authorized  
form and denomination, of like tenor and terms and aggregate principal amount,  
upon surrender of the Registered Securities to be exchanged at such office or  
agency.  
  
 Whenever any Convertible Debt Securities are so surrendered for  
exchange, the Company shall execute, and the Trustee shall authenticate and  
deliver, the Convertible Debt Securities which the Holder making the exchange is  
entitled to receive.  
  
 If at any time the Depositary for the Convertible Debt Securities of a  
series notifies the Company that it is unwilling or unable to continue as  
Depositary for the Convertible Debt Securities of such series or if at any time  
the Depositary for the Convertible Debt Securities of such series shall no  
longer be eligible under Section 303(h), the Company shall appoint a successor  
Depositary with respect to the Convertible Debt Securities of such series. If a  
successor Depositary for the Convertible Debt Securities of such series is not  
appointed by the   
  
  
  
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Company within 90 days after the Company receives such notice or becomes aware  
of such ineligibility, the Company's election pursuant to Section 301(8) shall  
no longer be effective with respect to the Convertible Debt Securities of such  
series and the Company will execute, and the Trustee, upon receipt of a Company  
Order for the authentication and delivery of definitive Convertible Debt  
Securities of such series, will authenticate and deliver, Convertible Debt  
Securities of such series in definitive form in an aggregate principal amount  
equal to the principal amount of the Global Security or Securities representing  
such series in exchange for such Global Security or Securities.  
  
 The Company may at any time and in its sole discretion determine that  
the Convertible Debt Securities of any series issued in the form of one or more  
Global Securities shall no longer be represented by such Global Security or  
Securities. In such event the Company will execute, and the Trustee, upon  
receipt of a Company Order for the authentication and delivery of definitive  
Convertible Debt Securities of such series, will authenticate and deliver,  
Convertible Debt Securities of such series in definitive form and in an  
aggregate principal amount equal to the principal amount of the Global Security  
or Securities representing such series in exchange for such Global Security or  
Securities.  
  
 If specified by the Company pursuant to Section 301 with respect to a  
series of Convertible Debt Securities, the Depositary for such series of  
Convertible Debt Securities may surrender a Global Security for such series of  
Convertible Debt Securities in exchange in whole or in part for Convertible Debt  
Securities of such series of like tenor and terms and in definitive form on such  
terms as are acceptable to the Company and such Depositary. Thereupon, the  
Company shall execute, and the Trustee shall authenticate and deliver, without  
charge to any Holder,  
  
 (a) to each Person specified by such Depositary a new Convertible  
Debt Security or Securities of the same series, of like tenor and terms and of  
any authorized denominations as requested by such person in aggregate principal  
amount equal to and in exchange for such Person's beneficial interest in the  
Global Security; and  
  
 (b) to such Depositary a new Global Security of like tenor and  
terms and in a denomination equal to the difference, if any, between the  
principal amount of the surrendered Global Security and the aggregate principal  
amount of Convertible Debt Securities delivered to Holders thereof.  
  
 In any exchange provided for in any of the preceding three paragraphs,  
the Company will execute and the Trustee will authenticate and deliver  
Convertible Debt Securities in definitive registered form in authorized  
denominations, if the Convertible Debt Securities of such series are issuable as  
Registered Securities.  
  
 Upon the exchange of a Global Security for Convertible Debt Securities  
in definitive form, such Global Security shall be cancelled by the Trustee.  
Registered Securities issued in exchange for a Global Security pursuant to this  
Section shall be registered in such names and in such authorized denominations  
as the Depositary for such Global Security, pursuant to instructions from its  
direct or indirect participants or otherwise, shall instruct the Trustee. The  
  
  
  
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Trustee shall deliver such Registered Securities to the persons in whose names  
such Convertible Debt Securities are so registered.  
  
 All Convertible Debt Securities issued upon any registration of transfer  
or exchange of Convertible Debt Securities shall be the valid obligations of the  
Company, evidencing the same debt, and entitled to the same benefits under this  
Indenture, as the Convertible Debt Securities surrendered upon such registration  
of transfer or exchange.  
  
 Every Registered Security presented or surrendered for registration of  
transfer or for exchange shall (if so required by the Company, the Security  
Registrar or the Trustee) be duly endorsed, or be accompanied by a written  
instrument of transfer in form satisfactory to the Company, the Security  
Registrar and the Trustee duly executed, by the Holder thereof or such Holder's  
attorney duly authorized in writing.  
  
 No charge to any Holder shall be made for any registration of transfer  
or exchange of Convertible Debt Securities, but the Company may, at its option,  
require payment of a sum sufficient to cover any tax or other governmental  
charge that may be imposed in connection with any transfer, registration of  
transfer or exchange of Convertible Debt Securities, other than exchanges  
expressly provided in this Indenture to be made at the Company's own expense or  
without expense or without charge to the Holders.  
  
 The Company shall not be required (i) to issue, register the transfer of  
or exchange Convertible Debt Securities of any particular series to be redeemed  
for a period of 15 days preceding the first publication of the relevant notice  
of redemption or, if Registered Securities are outstanding and there is no  
publication, the mailing of the relevant notice of redemption of Convertible  
Debt Securities of such series selected for redemption under Section 1103 and  
ending at the close of business on the day of such mailing, or (ii) to register  
the transfer of or exchange any Registered Security so selected for redemption  
in whole or in part, except the unredeemed portion of such Registered Security  
being redeemed in part.  
  
 Section 306. Mutilated, Destroyed, Lost and Stolen Convertible Debt  
Securities.  
  
 If (i) any mutilated Registered Security is surrendered to the Trustee,  
or (ii) the Company and the Trustee receive evidence to their satisfaction of  
the destruction, loss or theft of any Convertible Debt Security, and there is  
delivered to the Company and the Trustee such security or indemnity as may be  
required by them to save each of them harmless, then, in the absence of notice  
to the Company and the Trustee that such Convertible Debt Security has been  
acquired by a bona fide purchaser, the Company shall execute and upon its  
written request the Trustee shall authenticate and deliver, in exchange for any  
such mutilated Convertible Debt Security or in lieu of any such destroyed, lost  
or stolen Convertible Debt Security, a new Convertible Debt Security of like  
tenor and terms and principal amount, bearing a number not contemporaneously  
outstanding.  
  
 In case any such mutilated, destroyed, lost or stolen Convertible Debt  
Security has become or is about to become due and payable, the Company in its  
discretion may, instead of issuing a new Convertible Debt Security, pay such  
Convertible Debt Security.  
  
  
  
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 Upon the issuance of any new Convertible Debt Security under this  
Section, the Company may require the payment of a sum sufficient to cover any  
tax or other governmental charge that may be imposed in relation thereto and any  
other expenses (including the fees and expenses of the Trustee and printing  
expenses) connected therewith.  
  
 Every new Convertible Debt Security of any series issued pursuant to  
this Section in lieu of any destroyed, lost or stolen Convertible Debt Security  
shall constitute an original additional contractual obligation of the Company,  
whether or not the destroyed, lost or stolen Convertible Debt Security shall be  
at any time enforceable by anyone, and any such new Convertible Debt Security  
shall be entitled to all the benefits of this Indenture equally and  
proportionately with any and all other Convertible Debt Securities of that  
series duly issued hereunder.  
  
 The provisions of this Section are exclusive and shall preclude (to the  
extent lawful) all other rights and remedies with respect to the replacement or  
payment of mutilated, destroyed, lost or stolen Convertible Debt Securities.  
  
 Section 307. Payment of Interest; Interest Rights Preserved.  
  
 Interest on any Registered Security which is payable, and is punctually  
paid or duly provided for, on any Interest Payment Date shall be paid to the  
Person in whose name that Registered Security (or one or more Predecessor  
Securities) is registered at the close of business on the Regular Record Date  
for such interest. At the option of the Company, payment of interest on any  
Registered Security may be made by check in the currency designated for such  
payment pursuant to the terms of such Registered Security mailed to the address  
of the Person entitled thereto as such address shall appear in the Security  
Register or by wire transfer to an account in such currency designated by such  
Person in writing not later than 10 days prior to the date of such payment.  
  
 Any interest on any Registered Security of any series which is  
payable, but is not punctually paid or duly provided for, on any Interest  
Payment Date (herein called "Defaulted Interest") shall forthwith cease to be  
payable to the registered Holder on the relevant Regular Record Date by virtue  
of his having been such Holder, and such Defaulted Interest may be paid by the  
Company, at its election in each case, as provided in clauses (1) or (2) below:  
  
 (1) The Company may elect to make payment of any Defaulted  
Interest to the Persons in whose names the Registered Securities of such series  
(or their respective Predecessor Securities) are registered at the close of  
business on a Special Record Date for the payment of such Defaulted Interest,  
which shall be fixed in the following manner. The Company shall notify the  
Trustee in writing of the amount of Defaulted Interest proposed to be paid on  
each Registered Security of such series and the date of the proposed payment,  
and at the same time the Company shall deposit with the Trustee an amount of  
money and/or Government Obligations the payments of principal and interest on  
which when due (and without reinvestment) will provide money in such amounts as  
will (together with any money irrevocably deposited in trust with the Trustee,  
without investment) be equal to the aggregate amount proposed to be paid in  
respect of such Defaulted Interest or shall make arrangements satisfactory to  
the Trustee for such deposit prior to the date of the proposed payment, such  
money and/or Government Obligations when deposited to be held in trust for the  
benefit of the Persons entitled to such Defaulted Interest as in this   
  
  
  
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clause provided. Thereupon the Trustee shall fix a Special Record Date for the  
payment of such Defaulted Interest which shall be not more than 15 days and not  
less than 10 days prior to the date of the proposed payment and not less than 10  
days after the receipt by the Trustee of the notice of the proposed payment. The  
Trustee shall promptly notify the Company of such Special Record Date. Unless  
the Trustee is acting as the Security Registrar, promptly after such Special  
Record Date, the Company shall furnish the Trustee with a list, or shall make  
arrangements satisfactory to the Trustee with respect thereto, of the names and  
addresses of, and principal amounts of Registered Securities of such series held  
by, the Holders appearing on the Security Register at the close of business on  
such Special Record Date. In the name and at the expense of the Company, the  
Trustee shall cause notice of the proposed payment of such Defaulted Interest  
and the Special Record Date therefor to be mailed, first-class postage prepaid,  
to each Holder of Registered Securities of such series at his address as it  
appears in the Security Register, not less than 10 days prior to such Special  
Record Date. Notice of the proposed payment of such Defaulted Interest and the  
Special Record Date therefor having been mailed as aforesaid, such Defaulted  
Interest shall be paid to the Persons in whose names the Registered Securities  
of such series (or their respective Predecessor Securities) are registered at  
the close of business on such Special Record Date and shall no longer be payable  
pursuant to the following clause (2).  
  
 (2) The Company may make payment of any Defaulted Interest on the  
Registered Securities of any series in any other lawful manner not inconsistent  
with the requirements of any securities exchange on which the Registered  
Securities may be listed, and upon such notice as may be required by such  
exchange, if, after notice given by the Company to the Trustee of the proposed  
payment pursuant to this clause, such manner of payment shall be deemed  
practicable by the Trustee.  
  
 Subject to the foregoing provisions of this Section, each Convertible  
Debt Security delivered under this Indenture upon registration of transfer of or  
in exchange for or in lieu of any other Convertible Debt Security shall carry  
the rights to interest accrued and unpaid, and to accrue, which were carried by  
such other Convertible Debt Security.  
  
 Section 308. Persons Deemed Owners.  
  
 Prior to due presentment of a Registered Security for registration of  
transfer, the Company, the Trustee and any agent of the Company or of the  
Trustee may treat the Person in whose name such Registered Security is  
registered as the owner of such Registered Security for the purpose of receiving  
payment of principal of (and premium, if any) and (subject to Section 307)  
interest on such Registered Security and for all other purposes whatsoever,  
whether or not such Registered Security be overdue, and neither the Company, the  
Trustee nor any agent of the Company or the Trustee shall be affected by notice  
to the contrary.  
  
 None of the Company, the Trustee, any Paying Agent or the Security  
Registrar will have any responsibility or liability for any aspect of the  
records relating to or payments made on account of beneficial ownership  
interests of a Global Security or for maintaining, supervising or reviewing any  
records relating to such beneficial ownership interests.  
  
  
  
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 Section 309. Cancellation.  
  
 Unless otherwise provided with respect to a series of Convertible Debt  
Securities, all Convertible Debt Securities surrendered for payment, redemption,  
repayment, transfer, exchange or credit against any sinking fund payment  
pursuant to this Indenture shall, if surrendered to the Company or any agent of  
the Company, be delivered to the Trustee and shall be promptly cancelled by it.  
The Company may at any time deliver to the Trustee for cancellation any  
Convertible Debt Securities previously authenticated and delivered hereunder  
which the Company may have acquired in any manner whatsoever, and all  
Convertible Debt Securities so delivered shall be promptly cancelled by the  
Trustee. No Convertible Debt Securities shall be authenticated in lieu of or in  
exchange for any Convertible Debt Securities cancelled as provided in this  
Section, except as expressly permitted by this Indenture. All cancelled  
Convertible Debt Securities held by the Trustee shall be destroyed and  
certification of their destruction delivered to the Company unless by a Company  
Order the Company shall direct that the cancelled Convertible Debt Securities be  
returned to it.  
  
 Section 310. Computation of Interest.  
  
 Except as otherwise specified as contemplated by Section 301 for  
Convertible Debt Securities of any series, interest on the Convertible Debt  
Securities of each series shall be computed on the basis of a 360-day year of  
twelve 30-day months.  
  
 ARTICLE IV.  
  
 SATISFACTION AND DISCHARGE  
  
 Section 401. Satisfaction and Discharge of Indenture.  
  
 This Indenture shall upon Company Request cease to be of further  
effect (except as to any surviving rights of registration of transfer or  
exchange of Convertible Debt Securities herein expressly provided for and rights  
to receive payments of principal and interest thereon and any right to receive  
additional amounts, as provided in Section 1006) and the Trustee, at the expense  
of the Company, shall execute proper instruments acknowledging satisfaction and  
discharge of this Indenture when  
  
 (1) either  
  
 (A) all Convertible Debt Securities theretofore  
 authenticated and delivered (other than (i) Convertible Debt Securities  
 which have been destroyed, lost or stolen and which have been replaced  
 or paid as provided in Section 306, and (ii) Convertible Debt Securities  
 for whose payment money and/or Government Obligations have theretofore  
 been deposited in trust or segregated and held in trust by the Company  
 and thereafter repaid to the Company or discharged from such trust, as  
 provided in Section 1003) have been delivered to the Trustee cancelled  
 or for cancellation; or  
  
 (B) all such Convertible Debt Securities not theretofore  
 delivered to the Trustee for cancellation  
  
  
  
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 (i) have become due and payable, or  
  
 (ii) will become due and payable at their Stated Maturity within  
 one year, or  
  
 (iii) are to be called for redemption within one year under  
 arrangements satisfactory to the Trustee for the giving of notice of  
 redemption by the Trustee in the name, and at the expense, of the  
 Company, and the Company, in the case of (B)(i), (B)(ii) or (B)(iii)  
 above, has irrevocably deposited or caused to be deposited with the  
 Trustee as trust funds in trust for the purpose money and/or Government  
 Obligations the payments of principal and interest on which when due  
 (and without reinvestment) will provide money in such amounts as will  
 (together with any money irrevocably deposited in trust with the  
 Trustee, without investment) be sufficient to pay and discharge the  
 entire indebtedness on such Convertible Debt Securities of such series  
 for principal (and premium, if any) and interest, and any mandatory  
 sinking fund, repayment or analogous payments thereon, on the scheduled  
 due dates therefor to the date of such deposit (in the case of  
 Convertible Debt Securities which have become due and payable) or to the  
 Stated Maturity or Redemption Date, if any, and all Repayment Dates (in  
 the case of Convertible Debt Securities repayable at the option of the  
 Holders thereof); provided, however, that in the event a petition for  
 relief under any applicable Federal or state bankruptcy, insolvency,  
 reorganization or other similar law is filed with respect to the Company  
 within 91 days after the deposit, the obligations of the Company under  
 the Indenture with respect to the Convertible Debt Securities of such  
 series shall not be deemed terminated or discharged, and in such event  
 the Trustee shall be required to return the deposited money and  
 Government Obligations then held by the Trustee to the Company;  
  
 (2) the Company has paid or caused to be paid all other sums  
payable hereunder by the Company; and  
  
 (3) the Company has delivered to the Trustee an Officers'  
Certificate and an Opinion of Counsel each stating that all conditions precedent  
herein provided for relating to the satisfaction and discharge of this Indenture  
have been complied with.  
  
 Notwithstanding the satisfaction and discharge of this Indenture, the  
obligations of the Company to the Trustee under Section 607 and, if money or  
Government Obligations shall have been deposited with the Trustee pursuant to  
subclause (B) of clause (1) of this Section, the obligations of the Trustee  
under Section 402 and the last paragraph of Section 1003 shall survive.  
  
 Section 402. Application of Trust Money and Government Obligations.  
  
 (a) Subject to the provisions of the last paragraph of Section  
1003, all money and Government Obligations deposited with the Trustee pursuant  
to Section 401, 403 or 1701 shall be held in trust and such money and the  
principal and interest received on such Government Obligations shall be applied  
by it, in accordance with the provisions of the Convertible Debt Securities and  
this Indenture, to the payment, either directly or through any Paying Agent  
(including the Company acting as its own Paying Agent) as the Trustee may  
determine, to the   
  
  
  
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Persons entitled thereto, of the principal (and premium, if any) and interest  
for whose payment such money or Government Obligations have been deposited with  
the Trustee.  
  
 (b) The Trustee shall deliver or pay to the Company from time to  
time upon Company Request any Government Obligations or money held by it as  
provided in Section 403 or 1701 which, in the opinion of a nationally recognized  
firm of independent public accountants expressed in a written certification  
thereof delivered to the Trustee, are then in excess of the amount thereof which  
then would have been required to be deposited for the purpose for which such  
Government Obligations or money were deposited or received.  
  
 (c) The Trustee shall deliver to the Company from time to time  
upon Company Request any Government Obligations held by it as provided in  
Section 403 or 1701, provided that the Company in substitution therefor  
simultaneously delivers to the Trustee, money or other Government Obligations  
which, in the opinion of a nationally recognized firm of independent public  
accountants expressed in a written certification thereof delivered to the  
Trustee, would then be sufficient to satisfy the Company's payment obligations  
in respect of the Convertible Debt Securities in the manner contemplated by  
Section 403 or 1701.  
  
 Section 403. Satisfaction, Discharge and Defeasance of Convertible Debt  
Securities of any Series.  
  
 If this Section 403 is specified, as contemplated by Section 301, to be  
applicable to Convertible Debt Securities of any series, then, notwithstanding  
Section 401, (i) the Company shall be deemed to have paid and discharged the  
entire indebtedness on all the Outstanding Convertible Debt Securities of any  
such series; (ii) the provisions of this Indenture as it relates to such  
Outstanding Convertible Debt Securities shall no longer be in effect (except as  
to (A) the rights of Holders of Convertible Debt Securities to receive, from the  
trust fund described in subparagraph (1) below, payment of (x) the principal of  
(and premium, if any) and any installment of principal of (and premium, if any)  
or interest on such Convertible Debt Securities on the Stated Maturity of such  
principal (and premium, if any) or installment of principal (and premium, if  
any) or interest or (y) any mandatory sinking fund, repayment or analogous  
payments applicable to the Convertible Debt Securities of that series on that  
day on which such payments are due and payable in accordance with the terms of  
this Indenture and of such Convertible Debt Securities, (B) the Company's  
obligations with respect to such Convertible Debt Securities under Sections 304,  
305, 306, 1002, 1003 and 1006, and (C) the rights, powers, trusts, duties and  
immunities of the Trustee hereunder, including those under Section 607 hereof);  
and (iii) the Trustee, at the expense of the Company, shall, upon Company Order,  
execute proper instruments acknowledging satisfaction and discharge of such  
indebtedness, when  
  
 (1) either  
  
 (A) with respect to all Outstanding Convertible Debt  
 Securities of such series, with reference to this Section 403, the  
 Company has deposited or caused to be deposited with the Trustee  
 irrevocably, as trust funds in trust, money and/or Government  
 Obligations the payments of principal and interest on which when due  
 (and without reinvestment) will provide money in such amounts as will  
 (together with any money   
  
  
  
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 irrevocably deposited in trust with the Trustee, without investment) be  
 sufficient to pay and discharge (i) the principal of (and premium, if  
 any) and interest on the Outstanding Convertible Debt Securities of that  
 series on the Stated Maturity of such principal or interest or, if such  
 series may be redeemed by the Company prior to the Stated Maturity  
 thereof and the Company shall have given irrevocable instructions to the  
 Trustee to effect such redemption, at the date fixed for such redemption  
 pursuant to Article XI, and (ii) any mandatory sinking fund payments or  
 analogous payments applicable to Convertible Debt Securities of such  
 series on the date on which such payments are due and payable in  
 accordance with the terms of this Indenture and of such Convertible Debt  
 Securities; or  
  
 (B) the Company has properly fulfilled such other means of  
 satisfaction and discharge as is specified, as contemplated by Section  
 301, to be applicable to the Convertible Debt Securities of such series;  
  
 (2) the Company has paid or caused to be paid all sums payable  
with respect to the Outstanding Convertible Debt Securities of such series;  
  
 (3) such deposit will not result in a breach of, or constitute a  
default under, this Indenture or any other agreement or instrument to which the  
Company is a party or by which it is bound;  
  
 (4) no Event of Default or event which, with the giving of notice  
or lapse of time, or both, would become an Event of Default pursuant to Section  
501(1), (2), (3), (6) or (7) with respect to the Convertible Debt Securities of  
such series shall have occurred and be continuing on the date of such deposit  
and no Event of Default under Section 501(6) or Section 501(7) or event which,  
with the giving of notice or lapse of time, or both, would become an Event of  
Default under Section 501(6) or Section 501(7) shall have occurred and be  
continuing on the 91st day after such date; provided, however, that should that  
condition fail to be satisfied on or before such 91st day, the Trustee shall  
promptly, upon satisfactory receipt of evidence of such failure, return such  
deposit to the Company;  
  
 (5) if the Convertible Debt Securities of that series are then  
listed on any domestic securities exchange, the Company shall have delivered to  
the Trustee an Opinion of Counsel to the effect that such deposit, defeasance  
and discharge will not cause such Convertible Debt Securities to be delisted;  
and  
  
 (6) the Company has delivered to the Trustee an Officers'  
Certificate and an Opinion of Counsel, each stating that all conditions  
precedent herein provided for relating to the satisfaction and discharge of the  
entire indebtedness of all Outstanding Convertible Debt Securities have been  
complied with.  
  
 Any deposits with the Trustee referred to in Section 403(1)(A) above  
shall be irrevocable and shall be made under the terms of an escrow or trust  
agreement in form and substance satisfactory to the Trustee. If any Outstanding  
Convertible Debt Securities of such series are to be redeemed prior to their  
Stated Maturity, whether pursuant to any optional redemption provisions or in  
accordance with any mandatory sinking fund requirement, the applicable escrow   
  
  
  
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or trust agreement shall provide therefor and the Company shall make such  
arrangements as are satisfactory to the Trustee for the giving of notice of  
redemption by the Trustee in the name, and at the expense, of the Company.  
  
 Upon the satisfaction of the conditions set forth in this Section 403  
with respect to all the Outstanding Convertible Debt Securities of any series,  
the terms and conditions of such series, including the terms and conditions with  
respect thereto set forth in this Indenture, shall no longer be binding upon, or  
applicable to, the Company; provided that the Company shall not be discharged  
from any payment obligations in respect of Convertible Debt Securities of such  
series which are deemed not to be Outstanding under clause (iii) of the  
definition thereof if such obligations continue to be valid obligations of the  
Company under applicable law.  
  
 Notwithstanding the cessation, termination and discharge of all  
obligations, covenants and agreements (except as provided above in this Section  
403) of the Company under this Indenture with respect to any series of  
Convertible Debt Securities, the obligations of the Company to the Trustee under  
Section 607, and the obligations of the Trustee under Section 402 and the last  
paragraph of Section 1003, shall survive with respect to such series of  
Convertible Debt Securities.  
  
 ARTICLE V.  
  
 REMEDIES  
  
 Section 501. Events of Default.  
  
 "Event of Default", wherever used herein with respect to Convertible  
Debt Securities of any series, means any one of the following events (whatever  
the reason for such Event of Default and whether it shall be voluntary or  
involuntary or be effected by operation of law, pursuant to any judgment, decree  
or order of any court or any order, rule or regulation of any administrative or  
governmental body):  
  
 (1) default in the payment of any interest upon any Convertible  
Debt Security of such series when it becomes due and payable, and continuance of  
such default for a period of 30 days; or  
  
 (2) default in the payment of the principal of (or premium, if  
any, on) any Convertible Debt Security of such series at its Maturity; or  
  
 (3) default in the deposit of any sinking fund payment, when and  
as due by the terms of a Convertible Debt Security of such series; or  
  
 (4) default in the performance, or breach, of any covenant or  
warranty of the Company in this Indenture (other than a covenant or warranty a  
default in whose performance or whose breach is elsewhere in this Section  
specifically addressed or which has expressly been included in this Indenture  
solely for the benefit of Convertible Debt Securities of a series other than  
such series), and continuance of such default or breach for a period of 90 days  
after there has been given by registered or certified mail, to the Company by  
the Trustee, or to the Company and the Trustee by the Holders of at least 25% in  
principal amount of the Outstanding   
  
  
  
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Convertible Debt Securities of such series, a written notice specifying such  
default or breach and requiring it to be remedied and stating that such notice  
is a "Notice of Default" hereunder, or  
  
 (5) a default under any Indebtedness for money borrowed by the  
Company or any Subsidiary (including a default with respect to Convertible Debt  
Securities of any series other than that series) or under any Mortgage,  
indenture or instrument under which there may be issued or by which there may be  
secured or evidenced any Indebtedness for money borrowed by the Company or any  
Subsidiary (including this Indenture), whether such Indebtedness now exists or  
shall hereafter be created, which default shall have resulted in such  
Indebtedness in an outstanding principal amount in excess of $\_\_\_\_\_\_\_\_\_\_\_\_  
becoming or being declared due and payable prior to the date on which it would  
otherwise have become due and payable, without such acceleration having been  
rescinded or annulled, or such Indebtedness having been discharged, within a  
period of 10 days after there shall have been given, by registered or certified  
mail, to the Company by the Trustee or to the Company and the Trustee by the  
Holders of at least 25% in principal amount of the Outstanding Securities of  
that series a written notice specifying such default and requiring the Company  
to cause such acceleration to be rescinded or annulled or cause such  
Indebtedness to be discharged and stating that such notice is a "Notice of  
Default" hereunder; or  
  
 (6) the entry by a court having jurisdiction in the premises of  
(A) a decree or order for relief in respect of the Company in an involuntary  
case or proceeding under any applicable Federal or state bankruptcy, insolvency,  
reorganization or other similar law or (B) a decree or order adjudging the  
Company a bankrupt or insolvent, or approving as properly filed a petition  
seeking reorganization, arrangement, adjustment or composition of or in respect  
of the Company under any applicable Federal or State law, or appointing a  
custodian, receiver, liquidator, assignee, trustee, sequestrator or other  
similar official of the Company or of any substantial part of its property, or  
ordering the winding up or liquidation of its affairs, and the continuance of  
any such decree or order for relief or any such other decree or order unstayed  
and in effect for a period of 90 consecutive days; or  
  
 (7) the commencement by the Company of a voluntary case or  
proceeding under any applicable Federal or state bankruptcy, insolvency,  
reorganization or other similar law or of any other case or proceeding to be  
adjudicated a bankrupt or insolvent, or the consent by it to the entry of a  
decree or order for relief in respect of the Company in an involuntary case or  
proceeding under any applicable Federal or state bankruptcy, insolvency,  
reorganization or other similar law or to the commencement of any bankruptcy or  
insolvency case or proceeding against it, or the filing by it of a petition or  
answer or consent seeking reorganization or relief under any applicable Federal  
or State law, or the consent by it to the filing of such petition or to the  
appointment of or taking possession by a custodian, receiver, liquidator,  
assignee, trustee, sequestrator or similar official of the Company or of any  
substantial part of its property, or the making by it of an assignment for the  
benefit of creditors, or the admission by it in writing of its inability to pay  
its debts generally as they become due, or the taking of corporate action by the  
Company in furtherance of any such action; or  
  
 (8) any other Event of Default provided with respect to  
Convertible Debt Securities of such series specified as contemplated by Section  
301.  
  
  
  
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 Section 502. Acceleration of Maturity; Rescission and Annulment.  
  
 If an Event of Default with respect to Convertible Debt Securities of  
any series at the time Outstanding occurs and is continuing, then and in every  
such case the Trustee or the Holders of not less than 25% in principal amount of  
Outstanding Convertible Debt Securities of such series may declare the principal  
amount (or, if the Convertible Debt Securities of such series are Original Issue  
Discount Securities, such portion of the principal amount as may be specified in  
the terms of such series) of and all accrued but unpaid interest on all the  
Convertible Debt Securities of such series to be due and payable immediately, by  
a notice in writing to the Company (and to the Trustee if given by such  
Holders), and upon any such declaration such principal amount (or specified  
amount) shall become immediately due and payable. Upon payment of such amount,  
all obligations of the Company in respect of the payment of principal of the  
Convertible Debt Securities of such series shall terminate.  
  
 At any time after such a declaration of acceleration with respect to  
Convertible Debt Securities of any series has been made and before a judgment or  
decree for payment of the money due has been obtained by the Trustee as  
hereinafter in this Article provided, the Holders of a majority in principal  
amount of the Outstanding Convertible Debt Securities of such series, by written  
notice to the Company and the Trustee, may rescind and annul such declaration  
and its consequences if  
  
 (1) the Company has paid or deposited with the Trustee a sum  
sufficient to pay  
  
 (A) all overdue installments of interest on all  
 Convertible Debt Securities of such series,  
  
 (B) the principal of (and premium, if any, on) any  
 Convertible Debt Securities of such series which have become due  
 otherwise than by such declaration of acceleration and interest thereon  
 at the rate or rates prescribed therefor in such Convertible Debt  
 Securities,  
  
 (C) to the extent that payment of such interest is lawful,  
 interest upon overdue installments of interest at the rate or rates  
 prescribed therefor in such Convertible Debt Securities, and  
  
 (D) all sums paid or advanced by the Trustee hereunder and  
 the reasonable compensation, expense, disbursements and advances of the  
 Trustee, its agents and counsel; and  
  
 (2) all Events of Default with respect to Convertible Debt  
Securities of such series, other than the non-payment of the principal of  
Convertible Debt Securities of such series which have become due solely by such  
declaration of acceleration, have been cured or waived as provided in Section  
513.  
  
 No such rescission shall affect any subsequent default or impair  
any right consequent thereon.  
  
  
  
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 Section 503. Collection of Indebtedness and Suits for Enforcement by  
Trustee.  
  
 The Company covenants that if:  
  
 (1) default is made in the payment of any installment of interest  
on any Convertible Debt Security when such interest becomes due and payable and  
such default continues for a period of 30 days, or  
  
 (2) default is made in the payment of the principal of (or  
premium, if any, on) any Convertible Debt Security at the Maturity thereof, the  
Company will, upon demand of the Trustee, pay to it, for the benefit of the  
Holders of such Convertible Debt Securities, the amount then due and payable on  
such Convertible Debt Securities for principal (and premium, if any) and  
interest and, to the extent that payment of such interest shall be legally  
enforceable, interest upon the overdue principal (and premium, if any) and, upon  
overdue installments of interest, at the rate or rates prescribed therefor in  
such Convertible Debt Securities, and, in addition thereto, such further amount  
as shall be sufficient to cover the costs and expenses of collection, including  
the reasonable compensation, expenses, disbursements and advances of the  
Trustee, its agents and counsel.  
  
 If the Company fails to pay such amounts forthwith upon such demand, the  
Trustee, in its own name and as trustee of an express trust, may institute a  
judicial proceeding for the collection of the sums so due and unpaid, and may  
prosecute such proceeding to judgment or final decree, and may enforce the same  
against the Company or any other obligor upon such Convertible Debt Securities  
and collect the moneys adjudged or decreed to be payable in the manner provided  
by law out of the property of the Company or any other obligor upon such  
Convertible Debt Securities, wherever situated.  
  
 If an Event of Default with respect to Convertible Debt Securities of  
any series occurs and is continuing, the Trustee may in its discretion proceed  
to protect and enforce its rights and the rights of the Holders of Convertible  
Debt Securities of such series by such appropriate judicial proceedings as the  
Trustee shall deem most effectual to protect and enforce any such rights,  
whether for the specific enforcement of any covenant or agreement in this  
Indenture or in aid of the exercise of any power granted herein, or to enforce  
any other proper remedy.  
  
 Section 504. Trustee May File Proofs of Claim.  
  
 In case of the pendency of any receivership, insolvency, liquidation,  
bankruptcy, reorganization, arrangement, adjustment, composition or other  
judicial proceedings, or any voluntary or involuntary case under the Federal  
bankruptcy laws as now or hereafter constituted, relative to the Company or any  
other obligor upon the Convertible Debt Securities of a particular series or the  
property of the Company or of such other obligor or their creditors, the Trustee  
(irrespective of whether the principal of such Convertible Debt Securities shall  
then be due and payable as therein expressed or by declaration or otherwise and  
irrespective of whether the Trustee shall have made any demand on the Company  
for the payment of overdue principal or interest) shall be entitled and  
empowered, by intervention in such proceedings or otherwise,  
  
 (1) to file and prove a claim for the whole amount of principal  
(and premium, if any) and interest owing and unpaid in respect of the  
Convertible Debt Securities of such series   
  
  
  
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and to file such other papers or documents as may be necessary or advisable in  
order to have the claims of the Trustee (including any claim for the reasonable  
compensation, expenses, disbursements and advances of the Trustee, its agents  
and counsel) and of the Holders allowed in such judicial proceeding, and  
  
 (2) to collect and receive any moneys or other property payable  
or deliverable on any such claims and to distribute the same; and any receiver,  
assignee, trustee, custodian, liquidator, sequestrator or other similar official  
in any such proceeding is hereby authorized by each Holder to make such payments  
to the Trustee, and in the event that the Trustee shall consent to the making of  
such payments directly to the Holders, to pay to the Trustee any amount due to  
it for the reasonable compensation, expenses, disbursements and advances of the  
Trustee, its agents and counsel, and any other amounts due the Trustee under  
Section 607.  
  
 Nothing herein contained shall be deemed to authorize the Trustee to  
authorize or consent to or accept or adopt on behalf of any Holder any plan of  
reorganization, arrangement, adjustment or composition affecting the Convertible  
Debt Securities or the rights of any Holder thereof, or to authorize the Trustee  
to vote in respect of the claim of any Holder in any such proceeding.  
  
 Section 505. Trustee May Enforce Claims without Possession of  
Convertible Debt Securities.  
  
 All rights of action and claims under this Indenture or the Convertible  
Debt Securities may be prosecuted and enforced by the Trustee without the  
possession of any of the Convertible Debt Securities or the production thereof  
in any proceeding relating thereto, and any such proceeding instituted by the  
Trustee shall be brought in its own name, as trustee of an express trust, and  
any recovery of judgment shall, after provision for the payment of the  
reasonable compensation, expenses, disbursements and advances of the Trustee,  
its agents and counsel, be for the ratable benefit of the Holders of the  
Convertible Debt Securities in respect of which such judgment has been  
recovered.  
  
 Section 506. Application of Money Collected.  
  
 Any money collected by the Trustee pursuant to this Article shall be  
applied in the following order, at the date or dates fixed by the Trustee and,  
in case of the distribution of such money on account of principal (and premium,  
if any) or interest, upon presentation of the Convertible Debt Securities, or  
both, as the case may be, and the notation thereon of the payment if only  
partially paid and upon surrender thereof if fully paid:  
  
 FIRST: To the payment of all amounts due the Trustee under Section 607;  
  
 SECOND: To the payment of the amounts then due and unpaid for principal  
of (and premium, if any) and interest on the Convertible Debt Securities, in  
respect of which or for the benefit of which such money has been collected  
ratably, without preference or priority of any kind, according to the amounts  
due and payable on such Convertible Debt Securities for principal (and premium,  
if any) and interest, respectively; and  
  
 THIRD: The balance, if any, to the Person or Persons entitled thereto.  
  
  
  
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 Section 507. Limitation on Suits.  
  
 No Holder of any Convertible Debt Securities of any series shall have  
any right to institute any proceeding, judicial or otherwise, with respect to  
this Indenture, or for the appointment of a receiver or trustee, or for any  
other remedy hereunder, unless  
  
 (1) such Holder has previously given written notice to the  
Trustee of a continuing Event of Default with respect to the Convertible Debt  
Securities of such series;  
  
 (2) the Holders of not less than 25% in principal amount of the  
Outstanding Convertible Debt Securities of such series shall have made written  
request to the Trustee to institute proceedings in respect of such Event of  
Default in its own name as Trustee hereunder;  
  
 (3) such Holder or Holders shall have offered to the Trustee  
reasonable indemnity against the costs, expenses and liabilities to be incurred  
in compliance with such request;  
  
 (4) the Trustee for 60 days after its receipt of such notice,  
request and offer of indemnity has failed to institute any such proceeding; and  
  
 (5) no direction inconsistent with such written request has been  
given to the Trustee during such 60-day period by the Holders of a majority in  
principal amount of the Outstanding Convertible Debt Securities of such series;  
it being understood and intended that no one or more of such Holders shall have  
any right in any manner whatever by virtue of, or by availing of, any provision  
of this Indenture to affect, disturb or prejudice the rights of any other such  
Holders, or to obtain or to seek to obtain priority or preference over any other  
of such Holders or to enforce any right under this Indenture, except in the  
manner herein provided and for the equal and ratable benefit of all of such  
Holders.  
  
 Section 508. Unconditional Right of Holders to Receive Principal,  
Premium and Interest.  
  
 Notwithstanding any other provision in this Indenture, the Holder of any  
Convertible Debt Security shall have the right which is absolute and  
unconditional to receive payment of the principal of (and premium, if any) and,  
subject to Section 307, interest on such Convertible Debt Security on the  
respective Stated Maturity or Maturities expressed in such Convertible Debt  
Security (or, in the case of redemption or repayment, on the Redemption Date or  
the Repayment Date, as the case may be) and to institute suit for the  
enforcement of any such payment, and such right shall not be impaired without  
the consent of such Holder.  
  
 Section 509. Restoration of Rights and Remedies.  
  
 If the Trustee or any Holder has instituted any proceedings to enforce  
any right or remedy under this Indenture and such proceeding has been  
discontinued or abandoned for any reason, or has been determined adversely to  
the Trustee or to such Holder, then and in every such case the Company, the  
Trustee and the Holders shall, subject to any determination in such proceeding,  
be restored severally and respectively to their former positions hereunder, and  
thereafter all rights   
  
  
  
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and remedies of the Trustee and the Holders shall continue as though no such  
proceeding had been instituted.  
  
 Section 510. Rights and Remedies Cumulative.  
  
 Except as otherwise provided in Section 306, no right or remedy herein  
conferred upon or reserved to the Trustee or to the Holders is intended to be  
exclusive of any other right or remedy, and every right and remedy shall, to the  
extent permitted by law, be cumulative and in addition to every other right and  
remedy given hereunder or now or hereafter existing at law or in equity or  
otherwise. The assertion or employment of any right or remedy hereunder, or  
otherwise, shall not prevent the concurrent assertion or employment of any other  
appropriate right or remedy.  
  
 Section 511. Delay or Omission Not Waiver.  
  
 No delay or omission of the Trustee or of any Holder of any Convertible  
Debt Security to exercise any right or remedy accruing upon any Event of Default  
shall impair any such right or remedy or constitute a waiver of any such Event  
of Default or an acquiescence therein. Every right and remedy given by this  
Article or by law to the Trustee or to the Holders may be exercised from time to  
time, and as often as may be deemed expedient, by the Trustee or by the Holders,  
as the case may be.  
  
 Section 512. Control by Holders of Convertible Debt Securities.  
  
 The Holders of a majority in principal amount of the Outstanding  
Convertible Debt Securities of any series shall have the right to direct the  
time, method and place of conducting any proceeding for any remedy available to  
the Trustee or exercising any trust or power conferred on the Trustee with  
respect to the Convertible Debt Securities of such series, provided, that  
  
 (1) such direction shall not be in conflict with any rule of law  
or with this Indenture;  
  
 (2) subject to the provisions of Section 601, the Trustee shall  
have the right to decline to follow any such direction if the Trustee in good  
faith shall, by a Responsible Officer or Responsible Officers of the Trustee,  
determine that the proceedings so directed would be unjustly prejudicial to the  
Holders of Convertible Debt Securities of such series not joining in any such  
direction; and  
  
 (3) the Trustee may take any other action deemed proper by the  
Trustee which is not inconsistent with such direction.  
  
 Section 513. Waiver of Past Defaults.  
  
 The Holders of not less than a majority in principal amount of the  
Outstanding Convertible Debt Securities of any series may on behalf of the  
Holders of all the Convertible Debt Securities of any such series waive any past  
default hereunder with respect to such series and its consequences, except a  
default  
  
  
  
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 (1) in the payment of the principal of (or premium, if any) or  
interest on any Convertible Debt Security of such series, or  
  
 (2) in respect of a covenant or provision hereof which under  
Article IX cannot be modified or amended without the consent of the Holder of  
each Outstanding Convertible Debt Security of such series affected.  
  
 Upon any such waiver, such default shall cease to exist, and any Event  
of Default arising therefrom shall be deemed to have been cured, for every  
purpose of this Indenture; but no such waiver shall extend to any subsequent or  
other default or impair any right consequent thereon.  
  
 Section 514. Undertaking for Costs.  
  
 All parties to this Indenture agree, and each Holder of any Convertible  
Debt Security by his 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, or in any suit against the Trustee for any  
action taken, suffered or omitted by it as Trustee, the filing by any party  
litigant in such suit of an undertaking to pay the costs of such suit, and that  
such court may in its discretion assess reasonable costs, including reasonable  
attorneys' fees, against any party litigant in such suit, having a due regard to  
the merits and good faith of the claims or defenses made by such party litigant,  
but the provisions of this Section shall not apply to any suit instituted by the  
Company or the Trustee, to any suit instituted by any Holder, or group of  
Holders, holding in the aggregate more than 25% in principal amount of the  
Outstanding Convertible Debt Securities of any series, or to any suit instituted  
by any Holder for the enforcement of the payment of the principal of (or  
premium, if any) or interest on any Convertible Debt Security on or after the  
respective Stated Maturity or Maturities expressed in such Convertible Debt  
Security (or, in the case of redemption or repayment, on or after the Redemption  
Date or Repayment Date, as the case may be).  
  
 Section 515. Waiver of Stay or Extension Laws.  
  
 The Company covenants (to the extent that it may lawfully do so) that it  
will not at any time insist upon, or plead, or in any manner whatsoever claim or  
take the benefit or advantage of, any stay or extension law whenever enacted,  
now or at any time hereafter in force, which may affect the covenants or the  
performance of this Indenture; and the Company (to the extent that it may  
lawfully do so) hereby expressly waives all benefits or advantage of any such  
law, and covenants that it will not hinder, delay or impede the execution of any  
power herein granted to the Trustee, but will suffer and permit the execution of  
every such power as though no such law had been enacted.  
  
 ARTICLE VI.  
  
 THE TRUSTEE  
  
 Section 601. Certain Duties and Responsibilities.  
  
 Except during the continuance of an Event of Default, the Trustee's  
duties and responsibilities under this Indenture shall be governed by the Trust  
Indenture Act. In the event  
  
  
  
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that an Event of Default has occurred and is continuing, the Trustee shall  
exercise the rights and powers vested in it by this Indenture, and shall use the  
same degree of care and skill in their exercise, as a prudent man would exercise  
or use under the circumstances in the conduct of his own affairs.  
Notwithstanding the foregoing, no provision of this Indenture shall require the  
Trustee to expend or risk its own funds or otherwise incur any financial  
liability in the performance of any of its duties hereunder, or in the exercise  
of any of its rights or powers, if it shall have reasonable grounds for  
believing that repayment of such funds or adequate indemnity against such risk  
or liability is not reasonably assured to it. Whether or not therein expressly  
so provided, every provision of this Indenture relating to the conduct or  
affecting the liability of or affording protection to the Trustee shall be  
subject to the provisions of this Section.  
  
 Section 602. Notice of Default.  
  
 If a default occurs hereunder with respect to Convertible Debt  
Securities of any series the Trustee shall transmit by mail to all Holders of  
Convertible Debt Securities of such series notice of such default as and to the  
extent provided by the Trust Indenture Act; provided, however, that in the case  
of any default of the character specified in Section 501(4) with respect to  
Convertible Debt Securities of such series no such notice to Holders shall be  
given until at least 30 days after the occurrence thereof. For the purpose of  
this Section, the term "default" means any event which is, or after notice or  
lapse of time or both would become, an Event of Default with respect to  
Convertible Debt Securities of such series.  
  
 Section 603. Certain Rights of Trustee.  
  
 Except as otherwise provided in Section 601:  
  
 (a) the Trustee may rely and shall be protected in acting or  
refraining from acting upon any signature, resolution, certificate, statement,  
instrument, opinion, report, notice, request, direction, consent, order, bond,  
debenture, note or other paper or document believed by it to be genuine and to  
have been signed or presented by the proper party or parties;  
  
 (b) any request or direction of the Company mentioned herein  
shall be sufficiently evidenced by a Company Request or Company Order and any  
resolution of the Board of Directors shall be sufficiently evidenced by a Board  
Resolution;  
  
 (c) whenever in the administration of this Indenture the Trustee  
shall deem it desirable that a matter be proved or established prior to taking,  
suffering or omitting any action hereunder, the Trustee (unless other evidence  
be herein specifically prescribed) may, in the absence of bad faith on its part,  
rely upon an Officers' Certificate;  
  
 (d) the Trustee may consult with counsel and the advice of such  
counsel or any Opinion of Counsel shall be full and complete authorization and  
protection in respect of any action taken, suffered or omitted by it hereunder  
in good faith and in reliance thereon;  
  
 (e) the Trustee shall be under no obligation to exercise any of  
the rights or powers vested in it by this Indenture at the request or direction  
of any of the Holders of Convertible Debt Securities of such series pursuant to  
this Indenture, unless such Holders shall   
  
  
  
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have offered to the Trustee reasonable security or indemnity against the costs,  
expenses and liabilities which might be incurred by it in compliance with such  
request or direction;  
  
 (f) the Trustee shall not be bound to make any investigation into  
the facts or matters stated in any resolution, certificate, statement,  
instrument, opinion, report, notice, request, direction, consent, order, bond,  
debenture, note, other evidence of indebtedness 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 shall  
determine to make such further inquiry or investigation, it shall be entitled to  
examine the books, records and premises of the Company, personally or by agent  
or attorney, other than any such books or records containing information as to  
the affairs of the customers of the Company or any of its subsidiaries; provided  
that the Trustee may examine such books and records relating to customers to the  
extent that such books and records contain information as to any payments made  
to such customers in their capacity as Holders of Convertible Debt Securities;  
provided, further, that the Trustee shall treat all information regarding the  
Company which it receives pursuant to this Indenture and its duties hereunder as  
confidential and shall not disclose such information unless necessary in order  
to fulfill its duties under this Indenture or the Trust Indenture Act; and  
  
 (g) the Trustee may execute any of the trusts or powers hereunder  
or perform any duties hereunder either directly or by or through agents or  
attorneys and the Trustee shall not be responsible for any misconduct or  
negligence on the part of any agent or attorney appointed with due care by it  
hereunder; no Global Exchange Agent, Depositary or Paying Agent shall be deemed  
an agent of the Trustee and the Trustee shall not be responsible for any act or  
omission by any of them.  
  
 Section 604. Not Responsible for Recitals or Issuance of Convertible  
Debt Securities.  
  
 The recitals contained herein and in the Convertible Debt Securities,  
except the Trustee's certificates of authentication, and the information in any  
registration statement, including all attachments thereto, except information  
provided by the Trustee therein, shall be taken as the statements of the  
Company, and the Trustee assumes no responsibility for their correctness. The  
Trustee makes no representations as to the validity or sufficiency of this  
Indenture or of the Convertible Debt Securities of any series. The Trustee shall  
not be accountable for the use or application by the Company of any Convertible  
Debt Securities or the proceeds thereof.  
  
 Section 605. May Hold Convertible Debt Securities.  
  
 The Trustee, any Paying Agent, the Security Registrar or any other agent  
of the Company or the Trustee, in its individual or any other capacity, may  
become the owner or pledgee of Convertible Debt Securities, and, subject to  
Sections 608 and 613, may otherwise deal with the Company with the same rights  
it would have if it were not Trustee, Paying Agent, Security Registrar or such  
agent.  
  
 Section 606. Money Held in Trust.  
  
 Money held by the Trustee or any Paying Agent in trust hereunder need  
not be segregated from other funds except to the extent required by law. Neither  
the Trustee nor any Paying Agent   
  
  
  
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shall be under any liability for interest on any money received by it hereunder  
except as otherwise agreed with the Company.  
  
 Section 607. Compensation and Reimbursement.  
  
 The Company agrees  
  
 (1) to pay to the Trustee from time to time reasonable  
compensation for all services rendered by it hereunder which shall have from  
time to time been separately agreed to by the Company and the Trustee in writing  
(which compensation shall not be limited by any provision of law in regard to  
the compensation of a trustee of an express trust);  
  
 (2) except as otherwise expressly provided herein, to reimburse  
the Trustee upon its request for all reasonable expenses, disbursements and  
advances incurred or made by the Trustee in accordance with any provision of  
this Indenture (including the reasonable compensation and the expenses and  
disbursements of its agents and counsel), except any such expense, disbursement  
or advance as may be attributable to its negligence or bad faith; and  
  
 (3) to indemnify the Trustee for, and to hold it harmless  
against, any loss, liability or expense incurred without negligence or bad faith  
on its part, arising out of or in connection with the acceptance or  
administration of this trust or performance of its duties hereunder, including  
the reasonable costs and expenses of defending itself against any claim or  
liability in connection with the exercise or performance of any of its powers or  
duties hereunder.  
  
 The Trustee shall promptly notify the Company of any claim for which it  
may seek indemnification pursuant to the provisions of this Indenture. The  
Company shall be entitled to participate in, and to the extent that it shall  
wish, to assume the defense of such claim, with counsel satisfactory to the  
Trustee (and the Trustee shall cooperate in the defense thereof), and after  
notice from the Company to the Trustee of the Company's election so to assume  
the defense thereof, the Company shall not be liable to the Trustee under this  
Indenture for any legal or other expenses subsequently incurred by the Trustee  
in connection with the defense thereof other than reasonable costs of  
investigation. The Company shall not be obligated under any settlement agreement  
relating to any claim under this Indenture to which it has not agreed in  
writing.  
  
 As security for the performance of the obligations of the Company under  
this Section the Trustee shall have a claim prior to the Convertible Debt  
Securities upon all property and funds held or collected by the Trustee as such,  
except funds held in trust for the payment of principal of (and premium, if any)  
or interest on particular Convertible Debt Securities.  
  
 Section 608. Disqualification; Conflicting Interests.  
  
 If the Trustee has or shall acquire any conflicting interest within the  
meaning of the Trust Indenture Act, the Trustee shall either eliminate such  
interest or resign, to the extent and in the manner provided by, and subject to  
the provisions of, the Trust Indenture Act and this Indenture. To the extent  
permitted by such Act, the Trustee shall not be deemed to have a conflicting  
interest with respect to Convertible Debt Securities of any series by virtue of  
being a trustee under this Indenture with respect to any particular series of  
Convertible Debt Securities.  
  
  
  
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 Section 609. Corporate Trustee Required; Eligibility.  
  
 There shall at all times be a Trustee hereunder which shall be a  
corporation that is eligible pursuant to the Trust Indenture Act to act as such  
and organized and doing business under the laws of the United States, any State  
thereof or the District of Columbia, authorized under such laws to exercise  
corporate trust powers, having a combined capital and surplus of at least  
$\_\_\_\_\_\_\_\_\_\_, and subject to supervision or examination by Federal or State  
authority; provided, however, that if Section 310(a) of the Trust Indenture Act  
or the rules and regulations of the Commission under the Trust Indenture Act at  
any time permit a corporation organized and doing business under the laws of any  
other jurisdiction to serve as trustee of an indenture qualified under the Trust  
Indenture Act, this Section 609 shall be automatically amended to permit a  
corporation organized and doing business under the laws of any such other  
jurisdiction to serve as Trustee hereunder. If such corporation publishes  
reports of condition at least annually, pursuant to law or to the requirements  
of the aforesaid supervising or examining authority, then for the purposes of  
this Section, the combined capital and surplus of such corporation shall be  
deemed to be its combined capital and surplus as set forth in its most recent  
report of condition so published. If at any time the Trustee shall cease to be  
eligible in accordance with the provisions of this Section, it shall resign  
immediately in the manner and with the effect hereinafter specified in this  
Article.  
  
 Section 610. Resignation and Removal; Appointment of Successor.  
  
 (a) No resignation or removal of the Trustee and no appointment  
of a successor Trustee pursuant to this Article shall become effective until the  
acceptance of appointment by the successor Trustee under Section 611.  
  
 (b) The Trustee may resign at any time with respect to the  
Convertible Debt Securities of one or more series by giving written notice  
thereof to the Company. If an instrument of acceptance by a successor Trustee  
shall not have been delivered to the Trustee within 30 days after the giving of  
such notice of resignation, the resigning Trustee may petition any court of  
competent jurisdiction for the appointment of a successor Trustee with respect  
to the Convertible Debt Securities of such series.  
  
 (c) The Trustee may be removed at any time with respect to the  
Convertible Debt Securities of any series by Act of the Holders of a majority in  
principal amount of the Outstanding Convertible Debt Securities of such series,  
delivered to the Trustee and to the Company.  
  
 (d) If at any time:  
  
 (1) the Trustee shall fail to comply with Section 608 with  
 respect to the Convertible Debt Securities of any series after written  
 request therefor by the Company or by any Holder who has been a bona  
 fide Holder of a Convertible Debt Security of such series for at least 6  
 months, or  
  
 (2) the Trustee shall cease to be eligible under Section  
 609 with respect to any series of Convertible Debt Securities and shall  
 fail to resign after written request therefor by the Company or by any  
 such Holder, or  
  
  
  
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 (3) the Trustee shall become incapable of acting with  
 respect to any series of Convertible Debt Securities or a decree or  
 order for relief by a court having jurisdiction in the premises shall  
 have been entered in respect of the Trustee in an involuntary case under  
 the Federal bankruptcy laws, as now or hereafter constituted, or any  
 other applicable Federal or State bankruptcy, insolvency or similar law;  
 or a decree or order by a court having jurisdiction in the premises  
 shall have been entered for the appointment of a receiver, custodian,  
 liquidator, assignee, trustee, sequestrator or other similar official of  
 the Trustee or of its property or affairs, or any public officer shall  
 take charge or control of the Trustee or of its property or affairs for  
 the purpose of rehabilitation, conservation, winding up or liquidation,  
 or  
  
 (4) the Trustee shall commence a voluntary case under the  
 Federal bankruptcy laws, as now or hereafter constituted, or any other  
 applicable Federal or State bankruptcy, insolvency or similar law or  
 shall consent to the appointment of or taking possession by a receiver,  
 custodian, liquidator, assignee, trustee, sequestrator or other similar  
 official of the Trustee or its property or affairs, or shall make an  
 assignment for the benefit of creditors, or shall admit in writing its  
 inability to pay its debts generally as they become due, or shall take  
 corporate action in furtherance of any such action, then, in any such  
 case, (i) the Company by a Board Resolution may remove the Trustee with  
 respect to such series at any time or (ii) subject to Section 514, any  
 Holder who has been a bona fide Holder of a Convertible Debt Security of  
 any series for at least 6 months may, on behalf of himself and all  
 others similarly situated, petition any court of competent jurisdiction  
 for the removal of the Trustee for the Convertible Debt Securities of  
 such series and the appointment of a successor Trustee.  
  
 (e) If the Trustee shall resign, be removed or become incapable  
of acting with respect to any series of Convertible Debt Securities, or if a  
vacancy shall occur in the office of Trustee for any cause, with respect to the  
Convertible Debt Securities or one or more series, the Company, by a Board  
Resolution, shall promptly appoint a successor Trustee or Trustees with respect  
to the Convertible Debt Securities of that or those series (it being understood  
that any such successor Trustee may be appointed with respect to the Convertible  
Debt Securities of one or more or all of such series and that at any time there  
shall be only one Trustee with respect to the Convertible Debt Securities of any  
particular series) and shall comply with the applicable requirements of Section  
611. If, within 1 year after such resignation, removal or incapability, or the  
occurrence of such vacancy, a successor Trustee with respect to the Convertible  
Debt Securities of any series shall be appointed by Act of the Holders of a  
majority in principal amount of the Outstanding Convertible Debt Securities of  
such series delivered to the Company and the retiring Trustee, the successor  
Trustee so appointed shall, forthwith upon its acceptance of such appointment,  
become the successor Trustee with respect to the Convertible Debt Securities of  
such series and to that extent supersede the successor Trustee appointed by the  
Company. If no successor Trustee with respect to the Convertible Debt Securities  
of any series shall have been so appointed by the Company or the Holders and  
accepted appointment in the manner hereinafter provided, any Holder who has been  
a bona fide Holder of a Convertible Debt Security of such series for at least 6  
months may, subject to Section 514, on behalf of himself and all others  
similarly situated, petition any court of competent jurisdiction for the  
appointment of a successor Trustee with respect to the Convertible Debt  
Securities of such series.  
  
  
  
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 (f) The Company shall give notice of each resignation and each  
removal of the Trustee with respect to the Convertible Debt Securities of any  
series and each appointment of a successor Trustee with respect to the  
Convertible Debt Securities of any series by mailing written notice of such  
event by first-class mail, postage prepaid, to the Holders of Registered  
Securities, of such series as their names and addresses appear in the Security  
Register. Each notice shall include the name of the successor Trustee with  
respect to the Convertible Debt Securities of such series and the address of its  
Corporate Trust Office.  
  
 Section 611. Acceptance of Appointment by Successor.  
  
 (a) In the case of an appointment hereunder of a successor  
Trustee with respect to all Convertible Debt Securities, every such successor  
Trustee so appointed shall execute, acknowledge and deliver to the Company and  
to the retiring Trustee an instrument accepting such appointment, and thereupon  
the resignation or removal of the retiring Trustee shall become effective and  
such successor Trustee, without any further act, deed or conveyance, shall  
become vested with all the rights, powers, trusts and duties of the retiring  
Trustee; but, on request of the Company or the successor Trustee, such retiring  
Trustee shall, upon payment of its charges, execute and deliver an instrument  
transferring to such successor Trustee all the rights, powers and trusts of the  
retiring Trustee, and shall duly assign, transfer and deliver to such successor  
Trustee all property and money held by such retiring Trustee hereunder.  
  
 (b) In the case of the appointment hereunder of a successor  
Trustee with respect to the Convertible Debt Securities of one or more (but not  
all) series, the Company, the retiring Trustee upon payment of its charges and  
each successor Trustee with respect to the Convertible Debt Securities of one or  
more series shall execute and deliver an indenture supplemental hereto wherein  
each successor Trustee shall accept such appointment and which (1) shall contain  
such provisions as shall be necessary or desirable to transfer and confirm to,  
and to vest in, each successor Trustee all the rights, powers, trusts and duties  
of the retiring Trustee with respect to the Convertible Debt Securities of that  
or those series to which the appointment of such successor Trustee relates, (2)  
if the retiring Trustee is not retiring with respect to all Convertible Debt  
Securities, shall contain such provisions as shall be deemed necessary or  
desirable to confirm that all the rights, powers, trusts and duties of the  
retiring Trustee with respect to the Convertible Debt Securities of that or  
those series as to which the retiring Trustee is not retiring shall continue to  
be vested in the retiring Trustee, and (3) shall add to or 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 herein or in such supplemental indenture shall  
constitute such Trustees co-trustees of the same trust and that each such  
Trustee shall be trustee of a trust or trusts hereunder separate and apart from  
any trust or trusts hereunder administered by any other such Trustee; and upon  
the execution and delivery of such supplemental indenture, the resignation or  
removal of the retiring Trustee shall become effective to the extent provided  
therein and each such successor Trustee, without any further act, deed or  
conveyance, shall become vested with all the rights, powers, trusts and duties  
of the retiring Trustee with respect to the Convertible Debt Securities of that  
or those series to which the appointment of such successor Trustee relates; but,  
on the request of the Company or any successor Trustee, such retiring Trustee  
shall duly assign, transfer and deliver to such successor Trustee all property  
and money held by such retiring Trustee hereunder with   
  
  
  
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respect to the Convertible Debt Securities of that or those series to which the  
appointment of such successor Trustee relates.  
  
 (c) Upon request of any such successor Trustee, the Company shall  
execute any and all instruments for more fully and certainly vesting in and  
confirming to such successor Trustee all such rights, powers and trusts referred  
to in paragraph (a) or (b) of this Section, as the case may be.  
  
 (d) No successor Trustee shall accept its appointment unless at  
the time of such acceptance such successor Trustee shall be qualified and  
eligible under this Article.  
  
 Section 612. Merger, Conversion, Consolidation or Succession to  
Business.  
  
 Any corporation into which the Trustee may be merged or converted or  
with which it may be consolidated, or any corporation resulting from any merger,  
conversion or consolidation to which the Trustee shall be a party, or any  
corporation succeeding to all or substantially all of the corporate trust  
business of the Trustee, shall, with the written approval of the Company, be the  
successor of the Trustee hereunder, provided such corporation shall be otherwise  
qualified and eligible under this Article, without the executing or filing of  
any paper or any further act on the part of any of the parties hereto. In case  
any Convertible Debt Securities shall have been authenticated, but not  
delivered, by the Trustee then in office, any successor by merger, conversion,  
consolidation or sale to such authenticating Trustee may adopt such  
authentication and deliver the Convertible Debt Securities so authenticated with  
the same effect as if such successor Trustee had itself authenticated such  
Convertible Debt Securities. In case any Convertible Debt Securities shall not  
have been authenticated by such predecessor Trustee, any such successor Trustee  
may authenticate and deliver such Convertible Debt Securities, in either its own  
name or that of its predecessor Trustee, with the full force and effect which  
this Indenture provides for the certificate of authentication of the Trustee. If  
the Trustee's successor by merger, conversion, consolidation or sale shall not  
have received the written approval of the Company, such successor shall resign  
within 20 days after the merger, conversion, consolidation or sale and such  
vacancy in the office of the Trustee shall be filled in the manner specified in  
Section 610.  
  
 Section 613. Preferential Collection of Claims Against Company.  
  
 If and when the Trustee shall be or shall become a creditor, directly or  
indirectly, secured or unsecured, of the Company (or any other obligor upon the  
Convertible Debt Securities), the Trustee shall be subject to the provisions of  
the Trust Indenture Act regarding collection of claims against the Company (or  
any such other obligor).  
  
 Section 614. Authenticating Agent.  
  
 The Trustee may upon Company request appoint one or more Authenticating  
Agents (including, without limitation, the Company or any Affiliate thereof)  
with respect to one or more series of Convertible Debt Securities which shall be  
authorized on behalf of the Trustee in authenticating Convertible Debt  
Securities of such series in connection with the issue, delivery, registration  
of transfer, exchange, partial redemption or repayment of such Convertible Debt  
Securities. Wherever reference is made in this Indenture to the authentication  
of Convertible   
  
  
  
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Debt Securities by the Trustee or the Trustee's certificate of authentication,  
such reference shall be deemed to include authentication on behalf of the  
Trustee by an Authenticating Agent and a certificate of authentication executed  
on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent  
must be acceptable to the Company and, in the case of Registered Securities,  
must be a corporation organized and doing business under the laws of the United  
States or of any State or the District of Columbia, having a combined capital  
surplus of at least $\_\_\_\_\_\_\_\_\_\_\_\_, authorized under such laws to do a trust  
business and subject to supervision or examination by Federal or State  
authorities.  
  
 Any corporation succeeding to the corporate agency business of an  
authenticating agent shall continue to be an authenticating agent without the  
execution or filing of any paper or any further act on the part of the Trustee  
or such authenticating agent.  
  
 An authenticating agent may at any time resign with respect to one or  
more series of Convertible Debt Securities by giving written notice of  
resignation to the Trustee and to the Company. The Trustee may at any time  
terminate the agency of any authenticating agent with respect to one or more  
series of Convertible Debt Securities by giving written notice of termination to  
such authenticating agent and to the Company. Upon receiving such a notice of  
resignation or upon such a termination, or in case at any time an authenticating  
agent shall cease to be eligible in accordance with the provisions of this  
Section, the Trustee may appoint a successor authenticating agent. Any successor  
authenticating agent upon acceptance of its appointment hereunder shall become  
vested with all rights, powers and duties of its predecessor hereunder, with  
like effect as if originally named as an authenticating agent herein. No  
successor authenticating agent shall be appointed unless eligible under the  
provisions of this Section.  
  
 The Trustee agrees to pay to each authenticating agent from time to time  
reasonable compensation for its services under this Section, and the Trustee  
shall be entitled to be reimbursed for such payment, subject to the provisions  
of Section 607.  
  
 The provisions of Sections 104, 111, 306, 309, 603, 604 and 605 shall be  
applicable to any authenticating agent.  
  
 Pursuant to each appointment made under this Section, the Convertible  
Debt Securities of each series covered by such appointment may have endorsed  
thereon, in lieu of the Trustee's certificate of authentication, an alternate  
certificate of authentication in substantially the following form:  
  
 This is one of the Convertible Debt Securities, of the series designated  
herein, described in the within-mentioned Indenture.  
  
  
  
  
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 As Authenticating Agent for the Trustee  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Authorized Officer  
  
  
 ARTICLE VII.  
  
 HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY  
  
 Section 701. Company to Furnish Trustee Names and Addresses of Holders.  
  
 The Company will furnish or cause to be furnished to the Trustee with  
respect to Convertible Debt Securities of each series for which it acts as  
Trustee:  
  
 (1) semi-annually, not later than May 15 and November 15 in each  
year, a list, in such form as the Trustee may reasonably require, of the names  
and addresses of the Holders of Registered Securities as of the preceding May 1  
or November 1, as the case may be, and  
  
 (2) at such other times as the Trustee may request in writing,  
within 30 days after the receipt by the Company of any such request, a list of  
similar form and content as of a date not more than 15 days prior to the time  
such list is furnished;  
  
provided, however, that if and so long as the Trustee shall be the Security  
Registrar, no such list need be furnished.  
  
 Section 702. Preservation of Information; Communications to Holders.  
  
 (a) The Trustee shall preserve, in as current a form as is  
reasonably practicable, the names and addresses of Holders of Registered  
Securities contained in the most recent list furnished to the Trustee as  
provided in Section 701 and the names and addresses of Holders of Registered  
Securities received by the Trustee in its capacity as Paying Agent or Security  
Registrar, if so acting. The Trustee may destroy any list furnished to it as  
provided in Section 701 upon receipt of a new list so furnished.  
  
 (b) The rights of Holders to communicate with other Holders with  
respect to their rights under this Indenture or under the Convertible Debt  
Securities, and the corresponding rights and privileges of the Trustee, shall be  
as provided by the Trust Indenture Act.  
  
 (c) Every Holder of Convertible Debt Securities, by receiving and  
holding the same, agrees with the Company and the Trustee that neither the  
Company nor the Trustee shall be held accountable by reason of any disclosure of  
information as to the names and addresses of the Holders made pursuant to the  
Trust Indenture Act.  
  
  
  
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 Section 703. Reports by Trustee.  
  
 (a) Within 60 days after May 15 of each year commencing with the  
first May 15 after the first issuance of Convertible Debt Securities pursuant to  
this Indenture and at any other time required by the Trust Indenture Act, the  
Trustee shall transmit to Holders such reports concerning the Trustee and its  
actions under this Indenture and such other matters as may be required pursuant  
to the Trust Indenture Act in the manner required by the Trust Indenture Act.  
  
 (b) A copy of each such report shall, at the time of such  
transmission to Holders, be filed by the Trustee with each stock exchange upon  
which any Convertible Debt Securities of such series are listed, with the  
Commission and also with the Company. The Company will notify the Trustee when  
any series of Convertible Debt Securities are listed on any stock exchange.  
  
 Section 704. Reports by Company.  
  
 The Company shall file with the Trustee and the Commission, and transmit  
to Holders such information, documents and other reports, and such summaries  
thereof, as may be required pursuant to the Trust Indenture Act at the time and  
in the manner pursuant to such Act; provided that such information, documents or  
reports required to be filed with the Commission pursuant to Section 13 or  
Section 15(d) of the Securities Exchange Act of 1934 shall be filed with the  
Trustee within 15 days after the same is so required to be filed with the  
Commission.  
  
 ARTICLE VIII.  
  
 CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE  
  
 Section 801. Company May Consolidate, etc. Only on Certain Terms.  
  
 The Company shall not consolidate with or merge into any other  
corporation or convey, transfer or lease its properties and assets substantially  
as an entirety to any Person, and the Company shall not permit any Person to  
consolidate with or merge into the Company, or convey, transfer or lease its  
properties and assets substantially as an entirety to the Company, unless:  
  
 (1) in case the Company shall consolidate with or merge into  
another corporation or convey, transfer or lease its properties and assets  
substantially as an entirety to any Person, the corporation formed by such  
consolidation or into which the Company is merged or the Person which acquires  
by conveyance or transfer, or which leases, the properties and assets of the  
Company substantially as an entirety shall be a corporation organized and  
existing under the laws of the United States of America, any political  
subdivision thereof or any State thereof and shall expressly assume, by an  
indenture supplemental hereto, executed and delivered to the Trustee, in form  
satisfactory to the Trustee, the due and punctual payment of the principal of  
(and premium, if any) and interest on all the Convertible Debt Securities and  
the performance of every covenant of this Indenture on the part of the Company  
to be performed or observed (including the obligations of the Company with  
respect to Conversion of the Convertible Debt Securities);  
  
  
  
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 (2) 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, shall have happened and be continuing; and  
  
 (3) the Company has delivered to the Trustee an Officers'  
Certificate and an Opinion of Counsel each stating that such consolidation,  
merger, conveyance, transfer or lease and such supplemental indenture comply  
with this Article and that all conditions precedent herein provided for relating  
to such transaction have been met.  
  
 Section 802. Successor Corporation Substituted.  
  
 Upon any consolidation with or merger into any other corporation, or any  
conveyance, transfer or lease of the properties and assets of the Company  
substantially as an entirety in accordance with Section 801, the successor  
corporation formed by such consolidation or into which the Company is merged or  
to which such conveyance, transfer or lease is made shall succeed to, and be  
substituted for, and may exercise every right and power of, the Company under  
this Indenture with the same effect as if such successor had been named as the  
Company herein, and thereafter, except in the case of a lease, the Company  
(which term for this purpose shall mean the Person named as the "Company" in the  
first paragraph of this instrument or any successor corporation which shall  
theretofore have become such in the manner presented in this Article) shall be  
relieved of all obligations and covenants under this Indenture and the  
Convertible Debt Securities.   
  
 Section 803. Conveyance or Transfer to a Wholly-Owned Restricted  
Subsidiary.  
  
 Notwithstanding the provisions of Sections 801 and 802, and without any  
requirement of complying with any of such provisions, the Company may convey or  
transfer its properties and assets substantially as an entirety to another  
corporation organized and existing under the laws of the United States of  
America or any State or the District of Columbia which is lawfully entitled to  
acquire the same; provided, however, that immediately after giving effect to  
such conveyance or transfer and to the receipt of the consideration therefor (i)  
such other corporation shall be a Wholly-owned Subsidiary, and (ii) prior to  
such conveyance or transfer there shall have been filed with the Trustee an  
Officers' Certificate to the effect that the requirements of the preceding  
clause (i) will be complied with in connection with such conveyance or transfer.  
  
 ARTICLE IX.  
  
 SUPPLEMENTAL INDENTURES  
  
 Section 901. Supplemental Indentures Without Consent of Holders.  
  
 Without the consent of any Holders, the Company, when authorized by a  
Board Resolution, and the Trustee, at any time and from time to time, may enter  
into one or more indentures supplemental hereto, in form satisfactory to the  
Trustee, for any of the following purposes:  
  
  
  
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 (1) to evidence the succession of another corporation to the  
Company, and the assumption by such successor of the covenants of the Company  
herein and in the Convertible Debt Securities contained; or  
  
 (2) to add to the covenants of the Company, for the benefit of  
the Holders of all or any series of Convertible Debt Securities (and if such  
covenants are to be for the benefit of less than all series of Convertible Debt  
Securities, stating that such covenants are expressly being included solely for  
the benefit of such series) to convey, transfer, assign, mortgage or pledge any  
property to or with the Trustee, or to surrender any right or power herein  
conferred upon the Company; or  
  
 (3) to add any additional Events of Default (and if such Events  
of Default are to be applicable to less than all series of Convertible Debt  
Securities, stating that such Events of Default are expressly being included  
solely to be applicable to such series); or  
  
 (4) to change or eliminate any of the provisions of this  
Indenture, provided that any such change or elimination (a) shall become  
effective only when there is no Convertible Debt Security Outstanding of any  
series created prior to the execution of such supplemental indenture which is  
entitled to the benefit of such provisions or (b) shall not apply to any  
Convertible Debt Security Outstanding; or  
  
 (5) to establish the form or terms of Convertible Debt Securities  
of any series as permitted by Sections 201 and 301; or  
  
 (6) to evidence and provide for the acceptance of appointment  
hereunder by a successor Trustee with respect to the Convertible Debt Securities  
of one or more series and to add to or 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, pursuant to the requirements  
of Section 611(b); or  
  
 (7) to cure any ambiguity, to correct or supplement any provision  
herein which may be defective or inconsistent with any other provision herein,  
or to make any other provisions with respect to matters or questions arising  
under this Indenture which shall not be inconsistent with any provision of this  
Indenture, provided such other provisions shall not adversely affect the  
interests of the Holders of Convertible Debt Securities of any series in any  
material respect; or  
  
 (8) to add to or change or eliminate any provision of this  
Indenture as shall be necessary or desirable in accordance with any amendments  
to the Trust Indenture Act, provided such action shall not adversely affect the  
interest of Holders of Convertible Debt Securities of any series in any material  
respect.  
  
 Section 902. Supplemental Indentures with Consent of Holders.  
  
 With the consent of the Holders of not less than a majority in principal  
amount of the Outstanding Convertible Debt Securities of each series affected by  
such supplemental indenture, by Act of said Holders delivered to the Company and  
the Trustee, the Company, when authorized by a Board Resolution, and the Trustee  
may enter into an indenture or indentures   
  
  
  
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supplemental hereto for the purpose of adding any provisions to or changing in  
any manner or eliminating any of the provisions of this Indenture or of  
modifying in any manner the rights under this Indenture of the Holders of such  
Convertible Debt Securities of such series; provided, however, that no such  
supplemental indenture shall, without the consent of the Holder of each  
Outstanding Convertible Debt Security affected thereby,  
  
 (1) change the Stated Maturity of the principal or any  
installment of principal of, or any installment of interest on, any Convertible  
Debt Security, or reduce the principal amount thereof or the interest thereon or  
any premium payable upon redemption or repayment thereof, or change any  
obligation of the Company to pay additional amounts pursuant to Section 1006  
(except as contemplated by Section 801(1) and permitted by Section 901(1)), or  
reduce the amount of the principal of an Original Issue Discount Security that  
would be due and payable upon a declaration of acceleration of the Maturity  
thereof pursuant to Section 502, or change any Place of Payment, or the coin or  
currency in which any Convertible Debt Security or the interest thereon is  
payable, or impair or otherwise limit a Holder's right to institute suit for the  
enforcement of any such payment on or after the Stated Maturity thereof (or, in  
the case of redemption or repayment, on or after the Redemption Date or  
Repayment Date, as the case may be), or  
  
 (2) reduce the percentage in principal amount of the Outstanding  
Convertible Debt Securities of any series, the consent of whose Holders is  
required for any such supplemental indenture, or the consent of whose Holders is  
required for any waiver (of compliance with certain provisions of this Indenture  
or certain defaults hereunder and their consequences) provided for in this  
Indenture, or reduce the requirements of Section 1604 for quorum or voting, or  
  
 (3) modify any of the provisions of this Section, Section 513 or  
Section 1012, except to increase any such percentage or to provide that certain  
other provisions of this Indenture cannot be modified or waived without the  
consent of the Holder of each Outstanding Convertible Debt Security affected  
thereby; provided, however, that this clause shall not be deemed to require the  
consent of any Holder with respect to changes in the references to "the Trustee"  
and concomitant changes in this Section and Section 1010, or the deletion of  
this proviso, in accordance with the requirements of Section 611(b) and 901(7),  
or  
  
 (4) adversely affect the right to repayment, if any, of  
Convertible Debt Securities of any series at the option of the Holders thereof.  
  
 A supplemental indenture which changes or eliminates any covenant or  
other provision of this Indenture which has expressly been included solely for  
the benefit of one or more particular series of Convertible Debt Securities, or  
which modifies the rights of the Holders of Convertible Debt Securities of such  
series with respect to such covenant or other provision, shall be deemed not to  
affect the rights under this Indenture of the Holders of Convertible Debt  
Securities of any other series.  
  
 It shall not be necessary for any Act of Holders of the Convertible Debt  
Securities under this Section to approve the particular form of any proposed  
supplemental indenture, but it shall be sufficient if such Act shall approve the  
substance thereof.  
  
  
  
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 Section 903. Execution of Supplemental Indentures.  
  
 In executing, or accepting the additional trusts created by, any  
supplemental indenture permitted by this Article or the modifications thereby of  
the trusts created by this Indenture, the Trustee shall be entitled to receive,  
and (subject to Section 601) shall be fully protected in relying upon, an  
Opinion of Counsel stating that the execution of such supplemental indenture is  
authorized or permitted by this Indenture. The Trustee may, but shall not be  
obligated to, enter into any such supplemental indenture which affects the  
Trustee's own rights, duties or immunities under this Indenture or otherwise.  
  
 Section 904. Effect of Supplemental Indentures.  
  
 Upon the execution of any supplemental indenture under this Article,  
this Indenture shall be modified in accordance therewith, and such supplemental  
indenture shall form a part of this Indenture for all purposes; and every Holder  
of Convertible Debt Securities theretofore or thereafter authenticated and  
delivered hereunder shall be bound thereby.  
  
 Section 905. Conformity with Trust Indenture Act.  
  
 Every supplemental indenture executed pursuant to this Article shall  
conform to the requirements of the Trust Indenture Act as then in effect.  
  
 Section 906. Reference in Convertible Debt Securities to Supplemental  
Indentures.  
  
 Convertible Debt Securities of any series authenticated and delivered  
after the execution of any supplemental indenture pursuant to this Article may,  
and shall if required by the Trustee, bear a notation in form approved by the  
Trustee as to any matter provided for in such supplemental indenture. If the  
Company shall so determine, new Convertible Debt Securities of any series so  
modified as to conform, in the opinion of the Trustee and the Company, to any  
such supplemental indenture may be prepared and executed by the Company and  
authenticated and delivered by the Trustee in exchange for Outstanding  
Convertible Debt Securities of such series.  
  
 ARTICLE X.  
  
 COVENANTS  
  
 Section 1001. Payment of Principal, Premium and Interest.  
  
 The Company covenants and agrees for the benefit of each series of  
Convertible Debt Securities that it will duly and punctually pay the principal  
of (and premium, if any) and interest on the Convertible Debt Securities in  
accordance with the terms of the Convertible Debt Securities and this Indenture.  
  
 Section 1002. Maintenance of Office or Agency.  
  
 The Company will maintain in each Place of Payment for any series of  
Convertible Debt Securities an office or agency where Convertible Debt  
Securities may be presented or surrendered for payment, where Convertible Debt  
Securities may be surrendered for registration  
  
  
  
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of transfer or exchange, where Convertible Debt Securities may be presented for  
conversion, and where notices and demands to or upon the Company in respect of  
the Convertible Debt Securities and this Indenture may be served. The Company  
will give prompt written notice to the Trustee of the location, and any change  
in the location, of any such office or agency. If at any time the Company shall  
fail to maintain any such required office or agency or shall fail to furnish the  
Trustee with the address thereof, such presentations, surrenders, notices or  
demands may be made or served at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the  
Company hereby appoints the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ its agent to receive all  
presentations, surrenders, notices and demands.  
  
 The Company may also from time to time designate one or more other  
offices or agencies (in or outside of such Place of Payment) where the  
Convertible Debt Securities of one or more series may be presented or  
surrendered for any or all such purposes, and may from time to time rescind such  
designations; provided, however, that no such designation or rescission shall in  
any manner relieve the Company of its obligation to maintain an office or agency  
in each Place of Payment for any series of Convertible Debt Securities for such  
purposes. The Company will give prompt written notice to the Trustee of any such  
designation and any change in the location of any such other office or agency.  
  
 Section 1003. Money for Convertible Debt Securities Payments to Be Held  
in Trust.  
  
 If the Company shall at any time act as its own Paying Agent with  
respect to any series of Convertible Debt Securities, it will, on or before each  
due date of the principal of (and premium, if any) or interest on any of the  
Convertible Debt Securities of such series, segregate and hold in trust for the  
benefit of the Persons entitled thereto a sum sufficient to pay the principal  
(and premium, if any) or interest so becoming due until such sums shall be paid  
to such Persons or otherwise disposed of as herein provided, and will promptly  
notify the Trustee of its action or failure so to act.  
  
 Whenever the Company shall have one or more Paying Agents with respect  
to any series of Convertible Debt Securities, it will, on or before each due  
date of the principal of (and premium, if any) or interest on any of the  
Convertible Debt Securities of such series, deposit with a Paying Agent a sum  
sufficient to pay the principal (and premium, if any) or interest so becoming  
due, such sum to be held in trust for the benefit of the Persons entitled to  
such principal, premium or interest, and (unless such Paying Agent is the  
Trustee) the Company will promptly notify the Trustee of its action or failure  
so to act.  
  
 The Company will cause each Paying Agent with respect to any series of  
Convertible Debt Securities other than the Trustee to execute and deliver to the  
Trustee an instrument in which such Paying Agent shall agree with the Trustee,  
subject to the provisions of this Section, that such Paying Agent will  
  
 (1) hold all sums held by it for the payment of the principal of  
(and premium, if any) or interest on Convertible Debt Securities of such series  
in trust for the benefit of the Persons entitled thereto until such sums shall  
be paid to such Persons or otherwise disposed of as herein provided;  
  
  
  
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 (2) give the Trustee notice of any default by the Company (or any  
other obligor upon the Convertible Debt Securities of such series) in the making  
of any payment of principal of (and premium, if any) or interest on the  
Convertible Debt Securities of such series; and  
  
 (3) at any time during the continuance of any such default, upon  
the written request of the Trustee, forthwith pay to the Trustee all sums so  
held in trust by such Paying Agent.  
  
 The Company may at any time, for the purpose of terminating its  
obligations under this Indenture with respect to Convertible Debt Securities of  
any series or for any other purpose, pay, or by Company Order direct any Paying  
Agent to pay, to the Trustee all sums held in trust by the Company or such  
Paying Agent, such sums to be held by the Trustee upon the same trusts as those  
upon which such sums were held by the Company or such Paying Agent; and, upon  
such payment by any Paying Agent to the Trustee, such Paying Agent shall be  
released from all further liability with respect to such money.  
  
 Any principal and interest received on the Government Obligations  
deposited with the Trustee or any money deposited with the Trustee or any Paying  
Agent, or then held by the Company, in trust for the payment of the principal of  
(and premium, if any) or interest on any Convertible Debt Security of any series  
shall be paid to the Company on Company Request, or (if then held by the  
Company) shall be discharged from such trust; and the Holder of such Convertible  
Debt Security shall thereafter, as an unsecured general creditor, look only to  
the Company for payment thereof, and all liability of the Trustee or such Paying  
Agent with respect to such trust money (including the principal and interest  
received on Government Obligations deposited with the Trustee), and all  
liability of the Company as trustee thereof, shall thereupon cease; provided,  
however, that the Trustee or such Paying Agent, before being required to make  
any such repayment, may at the expense of the Company cause to be published  
once, in one Authorized Newspaper of general circulation in each of The City of  
New York, and The City of Los Angeles, respectively, and each Place of Payment  
or mailed to each such Holder, or both, notice that such money remains unclaimed  
and that, after a date specified therein, which shall not be less than 30 days  
from the date of such publication or mailing, any unclaimed balance of such  
money then remaining will be repaid to the Company.  
  
 Section 1004. Corporate Existence.  
  
 Subject to Article VIII, the Company will do or cause to be done all  
things necessary to preserve and keep in full force and effect its corporate  
existence, rights (charter and statutory) and franchises, provided, however,  
that the Company shall not be required to preserve any such right or franchise  
if the Board of Directors shall determine that the preservation thereof is no  
longer desirable in the conduct of the business of the Company and that the loss  
thereof is not disadvantageous in any material respect to the Holders.  
  
 Section 1005. Maintenance of Properties.  
  
 The Company will cause all properties used or useful in the conduct of  
its business or the business of any Subsidiary to be maintained and kept in good  
condition, repair and working   
  
  
  
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order and supplied with all necessary equipment and will cause to be made all  
necessary repairs, renewals, replacements, betterments and improvements thereof,  
all as in the judgment of the Company may be necessary so that the business  
carried on in connection therewith may be properly and advantageously conducted  
at all times, provided, however, that nothing in this Section shall prevent the  
Company from discontinuing the operation or maintenance of any of such  
properties if such discontinuance is, in the judgment of the Company, desirable  
in the conduct of its business or the business of any Subsidiary and not  
disadvantageous in any material respect to the Holders.  
  
 If the Convertible Debt Securities of a series provide for the payment  
of additional amounts, at least 10 days prior to the first Interest Payment Date  
with respect to that series of Convertible Debt Securities (or if the  
Convertible Debt Securities of that series will not bear interest prior to  
Maturity, the first day on which a payment of principal (and premium, if any) is  
made), and at least 10 days prior to each date of payment of principal (and  
premium, if any) or interest if there has been any change with respect to the  
matters set forth in the below-mentioned Officers' Certificate, the Company will  
furnish the Trustee and the Company's principal Paying Agent or Paying Agents,  
if other than the Trustee, with an Officers' Certificate instructing the Trustee  
and such Paying Agent or Paying Agents whether such payment of principal of (and  
premium, if any) or interest on the Convertible Debt Securities of that series  
shall be made to Holders of Convertible Debt Securities of that series without  
withholding for or on account of any tax, assessment or other governmental  
charge described in the Convertible Debt Securities of that series. If any such  
withholding shall be required, then such Officers' Certificate shall specify the  
amount, if any, required to be withheld on such payments to such Holders of  
Convertible Debt Securities and the Company will pay to the Trustee or such  
Paying Agent the additional amounts, if any, required by the terms of such  
Convertible Debt Securities and the first paragraph of this Section. The Company  
covenants to indemnify the Trustee and any Paying Agent for, and to hold them  
harmless against, any loss, liability or expense reasonably incurred without  
negligence or bad faith on their part arising out of or in connection with  
actions taken or omitted by any of them in reliance on any Officers' Certificate  
furnished pursuant to this Section.  
  
 Section 1006. Officer's Certificate as to Default.  
  
 The Company will furnish to the Trustee not more than 120 days after the  
end of the Company's fiscal year in each year (beginning with 1999) a brief  
certificate from the principal executive, financial or accounting officer or  
treasurer or controller of the Company as to his or her knowledge of the  
Company's compliance with all conditions and covenants under this Indenture  
(such compliance to be determined without regard to any period of grace or  
requirement of notice provided under this Indenture), and, if he or she has  
knowledge of any default, specifying each such default of which the signer has  
knowledge and the nature thereof.  
  
 Section 1007. Waiver of Certain Covenants.  
  
 The Company may omit in any particular instance to comply with any  
covenant or condition set forth in Sections 1004, and 1005 inclusive with  
respect to the Convertible Debt Securities of any series if, before the time for  
such compliance the Holders of at least a majority in principal amount of the  
Convertible Debt Securities at the time Outstanding shall, by Act of such  
Holders, either waive such compliance in such instance or generally waive  
compliance with   
  
  
  
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such covenant or condition, but no such waiver shall extend to or affect such  
covenant or condition except to the extent so expressly waived, and, until such  
waiver shall become effective, the obligations of the Company and the duties of  
the Trustee in respect of any such covenant or condition shall remain in full  
force and effect.  
  
 ARTICLE XI.  
  
 REDEMPTION OF CONVERTIBLE DEBT SECURITIES  
  
 Section 1101. Applicability of Article.  
  
 Convertible Debt Securities of any series which are redeemable before  
their Stated Maturity shall be redeemable in accordance with their terms and  
(except as otherwise specified as contemplated by Section 301 for Convertible  
Debt Securities of any series) in accordance with this Article.  
  
 Section 1102. Election to Redeem; Notice to Trustee.  
  
 The election of the Company to redeem any Convertible Debt Securities  
shall be evidenced by a Board Resolution. In case of any redemption at the  
election of the Company of less than all of the Convertible Debt Securities of  
any series, the Company shall, at least 45 days prior to the Redemption Date  
fixed by the Company (unless a shorter notice shall be satisfactory to the  
Trustee), notify the Trustee of such Redemption Date and of the principal amount  
and the tenor and terms of the Convertible Debt Securities of any series to be  
redeemed. In the case of any redemption of Convertible Debt Securities prior to  
the expiration of any restriction on such redemption provided in the terms of  
such Convertible Debt Securities or elsewhere in this Indenture, the Company  
shall furnish the Trustee with an Officers' Certificate evidencing compliance  
with such restriction.  
  
 Section 1103. Selection by Trustee of Convertible Debt Securities to be  
Redeemed.  
  
 Except as otherwise specified as contemplated by Section 301 for  
Convertible Debt Securities of any series, if less than all the Convertible Debt  
Securities of any series with like tenor and terms are to be redeemed, the  
particular Convertible Debt Securities to be redeemed shall be selected not more  
than 60 days prior to the Redemption Date by the Trustee, from the Outstanding  
Convertible Debt Securities of such series with like tenor and terms not  
previously called for redemption, by such method as the Trustee shall deem fair  
and appropriate and which may provide for the selection for redemption of  
portions (equal to the minimum authorized denomination for Convertible Debt  
Securities of such series or any integral multiple thereof which is also an  
authorized denomination) of the principal amount of Registered Securities (if  
issued in more than one authorized denomination) of such series of a  
denomination larger than the minimum authorized denomination for Convertible  
Debt Securities of such series.  
  
 The Trustee shall promptly notify the Company in writing of the  
Convertible Debt Securities selected for redemption and, in the case of any  
Convertible Debt Securities selected for partial redemption, the principal  
amount thereof to be redeemed.  
  
  
  
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 For all purposes of this Indenture, unless the context otherwise  
requires, all provisions relating to the redemption of Convertible Debt  
Securities shall relate, in the case of any Convertible Debt Security redeemed  
or to be redeemed only in part, to the portion of the principal amount of such  
Convertible Debt Security which has been or is to be redeemed.  
  
 Section 1104. Notice of Redemption.  
  
 Notice of redemption shall be given in the manner provided in Section  
106 not less than 30 nor more than 60 days prior to the Redemption Date, to each  
Holder of Convertible Debt Securities to be redeemed.  
  
 All notices of redemption shall state:  
  
 (1) the Redemption Date,  
  
 (2) the Redemption Price,  
  
 (3) if less than all Outstanding Convertible Debt Securities of  
any series are to be redeemed, the identification (and, in the case of partial  
redemption, the principal amounts) of the particular Convertible Debt Securities  
to be redeemed,  
  
 (4) that on the Redemption Date the Redemption Price will become  
due and payable upon each such Convertible Debt Security to be redeemed, and  
that interest thereon shall cease to accrue on and after said date,  
  
 (5) the Place or Places of Payment where such Convertible Debt  
Securities are to be surrendered for payment of the Redemption Price  
  
 (6) that the redemption is for a sinking fund, if such is the  
case, and  
  
 (7) the CUSIP number, if any.  
  
 A notice of redemption published as contemplated by Section 106 need not  
identify particular Registered Securities to be redeemed.  
  
 Notice of redemption of Convertible Debt Securities to be redeemed at  
the election of the Company shall be given by the Company, or, at the Company's  
request, by the Trustee in the name and at the expense of the Company.  
  
 Section 1105. Deposit of Redemption Price.  
  
 On or prior to any Redemption Date, the Company shall deposit with the  
Trustee or with a Paying Agent (or, if the Company is acting as its own Paying  
Agent, aggregate and hold in trust as provided in Section 1003) an amount of  
money and/or Government Obligations the payments of principal and interest on  
which when due (and without reinvestment) will provide money on or prior to the  
Redemption Date in such amounts as will (together with any money irrevocably  
deposited in trust with the Trustee, without investment) be sufficient to pay  
the Redemption Price of, and (except if the Redemption Date shall be an Interest  
Payment Date)   
  
  
  
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accrued interest on, all the Convertible Debt Securities or portions thereof  
which are to be redeemed on that date.  
  
 Section 1106. Convertible Debt Securities Payable on Redemption Date.  
  
 Notice of redemption having been given as aforesaid, the Convertible  
Debt Securities to be redeemed shall, on the Redemption Date, become due and  
payable at the Redemption Price therein specified and from and after such date  
(unless the Company shall default in the payment of the Redemption Price and  
accrued interest) such Convertible Debt Securities shall cease to bear interest.  
Upon surrender of any such Convertible Debt Security for redemption in  
accordance with said notice, such Convertible Debt Security shall be paid by the  
Company at the Redemption Price, together with accrued interest to the  
Redemption Date; provided, however, that installments of interest on Registered  
Securities whose Stated Maturity is on or prior to the Redemption Date shall be  
payable to the Holders of such Convertible Debt Securities, or one or more  
Predecessor Securities, registered as such on the relevant Record Dates  
according to their terms and the provisions of Section 307.  
  
 If any Convertible Debt Security called for redemption shall not be so  
paid upon surrender thereof for redemption, the principal (and premium, if any)  
shall, until paid, bear interest from the Redemption Date at the rate prescribed  
therefor in the Convertible Debt Security.  
  
 Section 1107. Convertible Debt Securities Redeemed in Part.  
  
 Any Registered Security which is to be redeemed only in part shall be  
surrendered at a Place of Payment therefor (with, if the Company, the Security  
Registrar or the Trustee so requires, due endorsement by, or a written  
instrument of transfer in form satisfactory to the Company, the Security  
Registrar and the Trustee duly executed by, the Holder thereof or his attorney  
duly authorized in writing), and the Company shall execute, and the Trustee  
shall authenticate and deliver to the Holder of such Convertible Debt Security  
without service charge, a new Registered Security or Registered Securities of  
the same series and of like tenor and terms, of any authorized denominations as  
requested by such Holder in aggregate principal amount equal to and in exchange  
for the unredeemed portion of the principal of the Convertible Debt Security so  
surrendered.  
  
 ARTICLE XII.  
  
 CONVERSION OF CONVERTIBLE DEBT SECURITIES  
  
 Section 1201. Conversion Privilege.  
  
 A holder of Convertible Debt Securities may convert the principal amount  
thereof (or any portion thereof that is an integral multiple of $1,000) into  
fully paid and nonassessable shares of Common Stock of the Company at any time  
after 90 days following the date of original issuance thereof and prior to the  
close of business on the date of the Convertible Debt Securities' Maturity at  
the Conversion Price then in effect, except that, with respect to any  
Convertible Debt Securities called for redemption such conversion right shall  
terminate at the close of business on the third Business Day immediately  
preceding the Redemption Date (unless the Company shall   
  
  
  
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default in making the redemption payment when it becomes due, in which case the  
conversion right shall terminate on the date such default is cured). The number  
of shares of Common Stock issuable upon conversion of Convertible Debt  
Securities is determined by dividing the principal amount of the Convertible  
Debt Securities converted, by the conversion price in effect on the Conversion  
Date (the "Conversion Price").  
  
 The initial Conversion Price is stated in the Convertible Debt  
Securities and is subject to adjustment as provided in this Article XII.  
  
 Provisions of this Indenture that apply to conversion of all of the  
Convertible Debt Securities of any series also apply to conversion of a portion  
of it. A holder of Convertible Debt Securities is not entitled to any rights of  
a holder of Common Stock (other than as provided pursuant to the Company's  
shareholders rights plan, if any) until such holder of Convertible Debt  
Securities has converted such Convertible Debt Securities into Common Stock, and  
only to the extent that such Convertible Debt Securities are deemed to have been  
converted into Common Stock under this Article XII.  
  
 Section 1202. Conversion Procedure.  
  
 To convert Convertible Debt Securities, a Holder must satisfy the  
requirements in the Convertible Debt Securities. The date on which the Holder  
satisfies all of those requirements is the conversion date (the "Conversion  
Date"). As soon as practicable after the Conversion Date, the Company shall  
deliver to the Holder through the Conversion Agent a certificate for the number  
of whole shares of Common Stock issuable upon the conversion and a check for any  
fractional share determined pursuant to Section 1203. The person in whose name  
the certificate is registered shall become the shareholder of record on the  
Conversion Date and, as of such date, such person's rights as a Holder of  
Convertible Debt Securities shall cease; provided, however, that no surrender of  
Convertible Debt Securities on any date when the stock transfer books of the  
Company shall be closed, shall be effective to constitute the person entitled to  
receive the shares of Common Stock upon such conversion as the shareholder of  
record of such shares of Common Stock on such date, but such surrender shall be  
effective to constitute the person entitled to receive such shares of Common  
Stock as the shareholder of record thereof for all purposes at the close of  
business on the next succeeding day on which such stock transfer books are open;  
provided further, however, that such conversion shall be at the Conversion Price  
in effect on the date that such Convertible Debt Securities shall have been  
surrendered for conversion, as if the stock transfer books of the Company had  
not been closed.  
  
 No payment or adjustment will be made for accrued and unpaid interest on  
converted Convertible Debt Securities or for dividends or distributions on  
shares of Common Stock issued upon conversion of Convertible Debt Securities,  
but if any Holder surrenders Convertible Debt Securities for conversion after  
the close of business on the record date for the payment of an installment of  
interest and prior to the opening of business on the next interest payment date,  
then, notwithstanding such conversion, the interest payable on such interest  
payment date shall be paid to the holder of such Convertible Debt Securities on  
such record date. In such event, any such Convertible Debt Securities not called  
for redemption, when surrendered for conversion, must be accompanied by payment  
in funds acceptable to the Company of an amount equal to the interest payable on  
such interest payment date on the portion so converted.  
  
  
  
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 The number of whole shares of Common Stock issuable upon the conversion  
shall be based on the total principal amount of Convertible Debt Securities  
converted.  
  
 Upon surrender of Convertible Debt Securities that are converted in  
part, the Trustee shall authenticate for the holder new Convertible Debt  
Securities equal in principal amount to the unconverted portion of the  
Convertible Debt Securities surrendered.  
  
 Section 1203. Fractional Shares.  
  
 The Company will not issue fractional shares of Common Stock upon  
conversion of Convertible Debt Securities. In lieu thereof, the Company will pay  
an amount in cash based upon the Daily Market Price of the Common Stock on the  
trading day prior to the date of conversion.  
  
 Section 1204. Taxes on Conversion.  
  
 The issuance of certificates for shares of Common Stock upon the  
conversion of any Convertible Debt Securities shall be made without charge to  
the converting Holder for such certificates or for any tax in respect of the  
issuance of such certificates, and such certificates shall be issued in the  
respective names of, or in such names as may be directed by, the Holder or  
Holders of the converted Convertible Debt Securities; provided, however, that in  
the event that certificates for shares of Common Stock are to be issued in a  
name other than the name of the Holder of the Convertible Debt Securities  
converted, such Convertible Debt Securities, when surrendered for conversion,  
shall be accompanied by an instrument of transfer, in form satisfactory to the  
Company, duly executed by the registered Holder thereof or his duly authorized  
attorney; and provided further, however, that the Company and Conversion Agent  
shall not be required to pay any tax which may be payable in respect of any  
transfer involved in the issuance and delivery of any such certificates in a  
name other than that of the holder of the converted Convertible Debt Securities,  
and the Company shall not be required to issue or deliver such certificates  
unless or until the person or persons requesting the issuance thereof shall have  
paid to the Company the amount of such tax or shall have established to the  
satisfaction of the Company that such tax has been paid or is not applicable.  
  
 Section 1205. Company to Provide Stock.  
  
 The Company shall at all times reserve and keep available, free from  
preemptive rights, out of its authorized but unissued Common Stock, solely for  
the purpose of issuance upon conversion of Convertible Debt Securities as herein  
provided, a sufficient number of shares of Common Stock to permit the conversion  
of all outstanding Convertible Debt Securities for shares of Common Stock.  
  
 All shares of Common Stock which may be issued upon conversion of the  
Convertible Debt Securities shall be duly authorized, validly issued, fully paid  
and nonassessable when so issued.  
  
  
  
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 Section 1206. Adjustment of Conversion Price.  
  
 The Conversion Price shall be subject to adjustment from time to time as  
follows:  
  
 (a) In case the Company shall (1) pay a dividend in shares of  
Common Stock to holders of Common Stock (2) make a distribution in shares of  
Common Stock to holders of Common Stock, (3) subdivide its outstanding shares of  
Common Stock into a greater number of shares of Common Stock or (4) combine its  
outstanding shares of Common Stock into a smaller number of shares of Common  
Stock, the Conversion Price in effect immediately prior to such action shall be  
adjusted so that the holder of any Convertible Debt Securities thereafter  
surrendered for conversion shall be entitled to receive the number of shares of  
Common Stock which he would have owned immediately following such action had  
such Convertible Debt Securities been converted immediately prior thereto. Any  
adjustment made pursuant to this subsection (a) shall become effective  
immediately after the record date in the case of a dividend, or distribution and  
shall become effective immediately after the effective date in the case of a  
subdivision or combination.  
  
 (b) In case the Company shall issue rights or warrants to  
substantially all holders of Common Stock entitling them (for a period  
commencing no earlier than the record date for the determination of holders of  
Common Stock entitled to receive such rights or warrants and expiring not more  
than 45 days after such record date) to subscribe for or purchase shares of  
Common Stock (or securities convertible into Common Stock) at a price per share  
less than the current market price (as determined pursuant to subsection (f)  
below) of the Common Stock on such record date, 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 number at or shall be the number of shares of Common Stock  
outstanding on such record date, plus the number of shares of Common Stock which  
the aggregate offering price of the offered shares of Common Stock (or the  
aggregate conversion price of the convertible securities so offered) would  
purchase 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 (or into which the convertible  
securities so offered are convertible). Such adjustments shall become effective  
immediately after such record date.  
  
 (c) In case the Company shall distribute to all holders of Common  
Stock shares of any class of Capital Stock of the Company (other than Common  
Stock), evidences of indebtedness or other assets (including securities, but  
excluding those rights, warrants, dividends and distributions referred to in the  
preceding clauses (a) and (b) and dividends and distributions in connection with  
the liquidation, dissolution or winding up of the Company or paid exclusively in  
cash out of current or retained earnings), or shall distribute to substantially  
all holders of Common Stock rights or warrants to subscribe for securities  
(other than those securities referred to in subsection (b) above), then in each  
such 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 the date of such distribution by a fraction of which the numerator  
shall be the current market price (determined as provided in subsection (f)  
below) of the Common Stock on the record date mentioned below less than then  
fair market value (as described by the Board of Directors whose determination  
shall be conclusive evidence of such fair market value and   
  
  
  
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described in a Board Resolution) of the portion of the assets so distributed or  
of such subscription rights or warrants applicable to one share of Common Stock,  
and of which the denominator shall be such current market price of the Common  
Stock. Such adjustment shall become effective immediately after the record date  
for the determination of the holders of Common Stock entitled to receive such  
distribution. Notwithstanding the foregoing, in the event that the Company shall  
distribute rights or warrants subscribe for additional shares of the Company's  
Capital Stock (other than the Common Stock referred to in subsection (b) above)  
("Rights") pro rata to holders of Common Stock, the Company may, in lieu of  
making any adjustment pursuant to this Section 1206, make proper provision so  
that each holder of Convertible Debt Securities who converts such Convertible  
Debt Securities (or any portion thereof) after the record date for such  
distribution and prior to the expiration or redemption of the Rights shall be  
entitled to receive upon such conversion, in addition to the shares of Common  
Stock issuable upon such conversion (the "Conversion Shares"), a number of  
Rights to be determined as follows: (i) if such conversion occurs on or prior to  
the date for the distribution to the holders of Rights of separate certificates  
evidencing such Rights (the "Distribution Date"), the same number of Rights to  
which a holder of a number of shares of Common Stock equal to the number of  
Conversion Shares is entitled at the time of such conversion in accordance with  
the terms and provisions of and applicable to the Rights; and (ii) if such  
conversion occurs after the Distribution Date, the same number of Rights to  
which a holder of the number of shares of Common Stock into which the principal  
amount of the Convertible Debt Securities so converted was convertible  
immediately prior to the Distribution Date would have been entitled on the  
Distribution Date in accordance with the terms and provisions of and applicable  
to the Rights.  
  
 (d) In case the Company shall, by dividend or otherwise, at any  
time distribute to all holders of its Common Stock cash (including any  
distributions of cash out of current or retained earnings of the Company but  
excluding any cash that is distributed as part of a distribution requiring a  
Conversion Price adjustment pursuant to paragraph (c) of this Section) in an  
aggregate amount that, together with the sum of (x) the aggregate amount of any  
other distributions to all holders of its Common Stock made in cash plus (y) all  
Excess Payments, in each case made within the 12 months preceding the date fixed  
for determining the shareholders entitled to such distribution (the  
"Distribution Record Date") and in respect of which no Conversion Price  
adjustment pursuant to paragraphs (c) or (e) of this Section or this paragraph  
(d) has been made, exceeds 15% of the product of the current market price per  
share (determined as provided in paragraph (f) of this Section) of the Common  
Stock on the Distribution Record Date times the number of shares of Common Stock  
outstanding on the Distribution Record Date (excluding shares held in the  
treasury of the Company), the Conversion Price shall be reduced so that the same  
shall equal the price determined by multiplying such Conversion Price in effect  
immediately prior to the effectiveness of the Conversion Price reduction  
contemplated by this paragraph (d) by a fraction of which the numerator shall be  
the current market price per share (determined as provided in paragraph (f) of  
this Section) of the Common Stock on the Distribution Record Date less than the  
amount of such cash and other consideration (including any Excess Payments) so  
distributed applicable to one share (based on the pro rata portion of the  
aggregate amount of such cash and other consideration (including any Excess  
Payments), divided by the shares of Common Stock outstanding on the Distribution  
Record Date) of Common Stock and the denominator shall be such current market  
price per share (determined as provided in paragraph (f) of this Section) of the  
Common Stock on the Distribution Record Date,   
  
  
  
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such reduction to become effective immediately prior to the opening of business  
on the day following the Distribution Record Date.  
  
 (e) In case a tender offer or other negotiated transaction made  
by the Company or any Subsidiary of the Company for all or any portion of the  
Common Stock shall be consummated, if an Excess Payment is made in respect of  
such tender offer or other negotiated transaction and the amount of such Excess  
Payment, together with the sum of (x) the aggregate amount of all Excess  
Payments plus (y) the aggregate amount of all distributions to all holders of  
the Common Stock made in cash (specifically including distributions of cash out  
of retained earnings), in each case made within the 12 months preceding the date  
of payment of such current negotiated transaction consideration or expiration of  
such current tender offer, as the case may be (the "Purchase Date"), and as to  
which no adjustment pursuant to paragraph (c) or paragraph (d) of this Section  
or this paragraph (e) has been made, exceeds 15% of the product of the current  
market price per share (determined as provided in paragraph (f) of this Section)  
of the Common Stock on the Purchase Date times the number of shares of Common  
Stock outstanding (including any tendered shares but excluding any shares held  
in the treasury of the Company) on the Purchase Date, the Conversion Price shall  
be reduced so that the same shall equal the price determined by multiplying such  
Conversion Price in effect immediately prior to the effectiveness of the  
Conversion Price reduction contemplated by this paragraph (e) by a fraction of  
which the numerator shall be the current market price per share (determined as  
provided in paragraph (f) of this Section) of the Common Stock on the Purchase  
Date less the amount of such Excess Payments and such cash distributions, if  
any, applicable to one share (based on the pro rata portion of the aggregate  
amount of such Excess Payments and such cash distributions, divided by the  
shares of Common Stock outstanding on the Purchase Date) of Common Stock and the  
denominator shall be such current market price per share (determined as provided  
in paragraph (f) of this Section) of the common Stock on the Purchase Date, such  
reduction to become effective immediately prior to the opening of business on  
the date following the Purchase Date.  
  
 (f) The current market price per share of Common Stock on any  
date shall be deemed to be the average of the Daily Market Prices for the  
shorter of (i) 30 consecutive Business Days ending on the last full trading day  
on the exchange or market referred to in determining such Daily Market Prices  
prior to the time of determination or (ii) the period commencing on the date  
next succeeding the first public announcement of the issuance of such rights or  
such warrants or such other distribution or such negotiated transaction through  
such last full trading day on the exchange or market referred to in determining  
such Daily Market Prices prior to the time of determination.  
  
 (g) In any case in which this Section 1206 shall require that an  
adjustment be made immediately following a record date for an event, the Company  
may elect to defer, until such event, issuing to the holder of any Convertible  
Debt Securities converted after such record date the shares of Common Stock and  
other Capital Stock of the Company issuable upon such conversion over and above  
the shares of Common Stock and other Capital Stock of the Company issuable upon  
such conversion only on the basis of the Conversion Price prior to adjustment;  
and, in lieu of the shares the issuance of which is so deferred, the Company  
shall issue or cause its transfer agents to issue due bills or other appropriate  
evidence of the right to receive such shares.  
  
  
  
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 Section 1207. No Adjustment.  
  
 No adjustment in the Conversion Price shall be required until cumulative  
adjustments amount to 1% or more of the Conversion Price as last adjusted;  
provided, however, that any adjustments which by reason of this Section 1207 are  
not required to be made shall be carried forward and taken into account in any  
subsequent adjustment. All calculations under this Article XII shall be made to  
the nearest cent or to the nearest one-hundredth of a share, as the case may be.  
No adjustment need be made for rights to purchase Common Stock pursuant to a  
Company plan for reinvestment of dividends or interest. No adjustment need be  
made for a change in the par value or no par value of the Common Stock.  
  
 Section 1208. Other Adjustments.  
  
 (a) In the event that, as a result of an adjustment made pursuant  
to Section 1206 above, the holder of any Convertible Debt Securities thereafter  
surrendered for conversion shall become entitled to receive any shares of  
Capital Stock of the Company other than shares of its Common Stock, thereafter  
the Conversion Price of such other shares so receivable upon conversion of any  
Convertible Debt Securities shall be subject to adjustment from time to time in  
a manner and on terms as nearly equivalent as practicable to the provisions with  
respect to Common Stock contained in this Article XII.  
  
 (b) In the event that shares of Common Stock are not delivered  
after the expiration of any of the rights or warrants referred to in Section  
1206(b) and Section 1206(c) hereof, the Conversion Price shall be readjusted to  
the Conversion Price which would otherwise be in effect had the adjustment made  
upon the issuance of such rights or warrants been made on the basis of delivery  
of only the number of shares of Common Stock actually delivered.  
  
 Section 1209. Adjustments for Tax Purposes.  
  
 The Company may, at its option, make such reductions in the Conversion  
Price, in addition to those required by Section 1206 above, as it determines to  
be advisable in order that any stock dividend, subdivision of shares,  
distribution of rights to purchase stock or securities or distribution of  
securities convertible into or exchangeable for stock made by the Company to its  
shareholders will not be taxable to the recipients thereof.  
  
 Section 1210. Adjustments by the Company.  
  
 The Company from time to time may, to the extent permitted by law,  
reduce the Conversion Price by any amount for any period of at least 20 days, in  
which case the Company shall give at least 15 days' notice of such reduction in  
accordance with Section 1211, if the Board of Directors has made a determination  
that such reduction would be in the best interests of the Company, which  
determination shall be conclusive.  
  
 Section 1211. Notice of Adjustment.  
  
 Whenever the Conversion Price is adjusted, the Company shall promptly  
mail to Holders at the addresses appearing on the Registrar's books and the  
Conversion Agent a notice of the adjustment and file with the Trustee an  
Officers Certificate briefly stating the facts requiring the   
  
  
  
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adjustment and the manner of computing it. The certificate shall be conclusive  
evidence of the correctness of such adjustment.  
  
 Section 1212. Notice of Certain Transactions.  
  
 In the event that:  
  
 (1) the Company takes any action which would require an  
adjustment in the Conversion Price;  
  
 (2) the Company takes any action that would require a  
supplemental indenture pursuant to Section 1213 below; or  
  
 (3) there is a dissolution or liquidation of the Company;  
  
a holder of Convertible Debt Securities may wish to convert such Convertible  
Debt Securities into shares of Common Stock prior to the record date for or the  
effective date of the transaction so that he may receive the rights, warrants,  
securities or assets which a holder of shares of Common Stock on that date may  
receive. Therefore, the Company shall mail to Holders at the addresses appearing  
on the Registrar's books and the Conversion Agent and the Trustee a notice  
stating the proposed record or effective date, as the case may be. The Company  
shall mail the notice at least 15 days before such date; however, failure to  
mail such notice or any defect therein shall not affect the validity of any  
transaction referred to in clause (1), (2) or (3) of this Section 1212.  
  
 Section 1213. Effect of Reclassifications, Consolidations, Mergers or  
Sales on Conversion Privilege.  
  
 If any of the following shall occur, namely: (i) any reclassification or  
change of outstanding shares of Common Stock issuable upon conversion of  
Convertible Debt Securities (other than a change in par value, or from par value  
to no par value, or from no par value to par value, or as a result of a  
subdivision or combination), (ii) any consolidation or merger to which the  
Company is a party other than a merger in which the Company is the continuing  
corporation and which does not result in any reclassification of, or change  
(other than a change in name, or par value, or from par value to no par value,  
or from no par value to par value as a result of a subdivision or combination)  
in, outstanding shares of Common Stock or (iii) any sale or conveyance of all or  
substantially all of the property or business of the Company as an entirety,  
then the Company, or such successor or purchasing corporation, as the case may  
be, shall, as a condition precedent to such reclassification, change,  
consolidation, merger, sale or conveyance, execute and deliver to the Trustee a  
supplemental indenture in form satisfactory to the Trustee providing that the  
holder of Convertible Debt Securities of any series then outstanding shall have  
the right to convert such Convertible Debt Securities into the kind and amount  
of shares of stock and other securities and property (including cash) receivable  
upon such reclassification, change, consolidation, merger, sale or conveyance by  
a holder of the number of shares of Common Stock deliverable upon conversion of  
such Convertible Debt Securities immediately prior to such reclassification,  
change, consolidation, merger, sale or conveyance. Such supplemental indenture  
shall provide for adjustments of the Conversion Price which shall be as nearly  
equivalent as may be practicable to the adjustments of the Conversion Price  
provided for in this   
  
  
  
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Article XII. The foregoing, however, shall not in any way affect the right a  
Holder of Convertible Debt Securities may otherwise have, pursuant to clause  
(ii) of the last sentence of subsection (c) of Section 1206, to receive Rights  
upon conversion of a Convertible Debt Securities. If, in the case of any such  
consolidation, merger, sale or conveyance, the stock or other securities and  
property (including cash) receivable thereupon by a holder of Common Stock  
includes shares of stock or other securities and property of a corporation other  
than the successor or purchasing corporation, as the case may be, in such  
consolidation, merger, sale or conveyance, then such supplemental indenture  
shall also be executed by such other corporation and shall contain such  
additional provisions to protect the interests of the holders of the Convertible  
Debt Securities as the Board of Directors of the Company shall reasonably  
consider necessary by reason of the foregoing. The provision of this Section  
1213 shall similarly apply to successive consolidations, mergers, sales or  
conveyances.  
  
 In the event the Company shall execute a supplemental indenture pursuant  
to this Section 1213, the Company shall promptly file with the Trustee an  
Officers' Certificate briefly stating the reasons therefor, the kind or amount  
of shares of stock or securities or property (including cash) receivable by  
holders of the Convertible Debt Securities upon the conversion of their  
Convertible Debt Securities after any such reclassification, change,  
consolidation, merger, sale or conveyance and any adjustment to be made with  
respect thereto.  
  
 Section 1214. Trustee's Disclaimer.  
  
 The Trustee has no duty to determine when an adjustment under this  
Article XII should be made, how it should be made or what such adjustment should  
be, but may accept as conclusive evidence of the correctness of any such  
adjustment, and shall be protected in relying upon the Officers' Certificate  
with respect thereto which the Company is obligated to file with the Trustee  
pursuant to Section 1211. The Trustee makes no representation as to the validity  
or value of any securities or assets issued upon conversion of Convertible Debt  
Securities, and the Trustee shall not be responsible for the Company's failure  
to comply with any provisions of this Article XII.  
  
 The Trustee shall not be under any responsibility to determine the  
correctness of any provisions contained in any supplemental indenture executed  
pursuant to Section 1213, but may accept as conclusive evidence of the  
correctness thereof, and shall be protected in relying upon, the Officers'  
Certificate with respect thereto which the Company is obligated to file with the  
Trustee pursuant to Section 1213.  
  
 ARTICLE XIII.  
  
 SUBORDINATION OF CONVERTIBLE DEBT SECURITIES  
  
 Section 1301. Agreement to Subordinate.  
  
 The Company, for itself and its successors, and each Holder, by his  
acceptance of Convertible Debt Securities, agree that the payment of the  
principal of or interest on or any other amounts due on the Convertible Debt  
Securities is subordinated in right of payment, to the extent   
  
  
  
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and in the manner stated in this Article XIII, to the prior payment in full of  
all existing and future Senior Debt.  
  
 Section 1302. No Payment on Convertible Debt Securities if Senior Debt  
in Default.  
  
 Anything in this Indenture to the contrary notwithstanding, no payment  
on account of principal of or redemption of, interest on or other amounts due on  
the Convertible Debt Securities, and no redemption, purchase, or other  
acquisition of the Convertible Debt Securities, shall be made by or on behalf of  
the Company (i) unless full payment of amounts then due for principal and  
interest and of all other amounts then due on all Senior Debt has been made or  
duly provided for pursuant to the terms of the instrument governing such Senior  
Debt, (ii) if, at the time of such payment, redemption, purchase or other  
acquisition, or immediately after giving effect thereto, there shall exist under  
any Senior Debt, or any agreement pursuant to which any Senior Debt is issued,  
any default, which default shall not have been cured or waived and which default  
shall have resulted in the full amount of such Senior Debt being declared due  
and payable or (iii) if, at the time of such payment, redemption, purchase or  
other acquisition, the Trustee shall have received written notice from the  
Representative of the holders of Designated Senior Debt (a "Payment Blockage  
Notice") that there exists under such Designated Senior Debt, or any agreement  
pursuant to which such Designated Senior Debt is issued, any default, which  
default shall not have been cured or waived, permitting the holders thereof to  
declare any amounts of such Designated Senior Debt due and payable, but only for  
the period (the "Payment Blockage Period") commencing on the date of receipt of  
the Payment Blockage Notice and ending (unless earlier terminated by notice  
given to the Trustee by the Representative of the holders of such Designated  
Senior Debt) on the earlier of (a) the date on which such event of default shall  
have been cured or waived or (b) 179 days from the receipt of the Payment  
Blockage Notice (unless the event of default relates to the failure to pay when  
due, the principal, premium, if any or interest on such Designated Senior Debt).  
Notwithstanding the provisions described in the immediately preceding sentence  
(other than in clauses (i) and (ii)), unless the holders of such Designated  
Senior Debt or the Representative of such holders shall have accelerated the  
maturity of such Designated Senior Debt (unless the event of default relates to  
the failure to pay when due, the principal, premium, if any or interest on such  
Designated Senior Debt), the Company may resume payments on the Convertible Debt  
Securities after the end of such Payment Blockage Period. Not more than one  
Payment Blockage Notice may be given in any consecutive 360-day period,  
irrespective of the number of defaults with respect to Senior Debt during such  
period.  
  
 In the event that, notwithstanding the provisions of this Section 1302,  
payments are made by or on behalf of the Company in contravention of the  
provisions of this Section 1302, such payments shall be held by the Trustee, any  
Paying Agent or the holders, as applicable, in trust for the benefit of, and  
shall be paid over to and delivered to, the Representative of the holders of  
Senior Debt or the trustee under the indenture or other agreement (if any),  
pursuant to which any instruments evidencing any Senior Debt may have been  
issued for application to the payment of all Senior Debt ratably according to  
the aggregate amounts remaining unpaid to the extent necessary to pay all Senior  
Debt in full in accordance with the terms of such Senior Debt, after giving  
effect to any concurrent payment or distribution to or for the holders of Senior  
Debt.  
  
  
  
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 The Company shall give prompt written notice to the Trustee and any  
Paying Agent of any default or event of default under any Senior Debt or under  
any agreement pursuant to which any Senior Debt may have been issued.  
  
 Section 1303. Distribution on Acceleration of Convertible Debt  
Securities; Dissolution and Reorganization; Subrogation.  
  
 (a) If the Convertible Debt Securities are declared due and  
payable because of the occurrence of an Event of Default, the Company shall give  
prompt written notice to the holders of all Senior Debt or to the trustee(s) for  
such Senior Debt of such acceleration. The Company may not pay the principal of  
or interest on or any other amounts due on the Convertible Debt Securities until  
5 days after such holders or trustee(s) of Senior Debt receive such notice and,  
thereafter, the Company may pay the principal of or interest on or any other  
amounts due on the Convertible Debt Securities only if the provisions of this  
Article XIII permit such payment.  
  
 (b) Upon (i) any acceleration of the principal amount due on the  
Convertible Debt Securities because of an Event of Default or (ii) any  
distribution of assets of the Company upon any dissolution, winding up,  
liquidation or reorganization of the Company (whether in bankruptcy, insolvency  
or receivership proceedings or upon an assignment for the benefit of creditors  
or any other dissolution, winding up, liquidation or reorganization of the  
Company):  
  
 (1) the holders of all Senior Debt shall first be entitled  
 to receive payment in full of the principal thereof, the interest  
 thereon and any other amounts due thereon before the holders are  
 entitled to receive payment on account of the principal of or interest  
 on or any other amounts due on the Convertible Debt Securities;  
  
 (2) any payment or distribution of assets of the Company  
 of any kind or character, whether in cash, property or securities (other  
 than securities of the Company as reorganized or readjusted or  
 securities of the Company or any other corporation provided for by a  
 plan of reorganization or readjustment the payment of which is  
 subordinate, at least to the extent provided in this Article with  
 respect to the Convertible Debt Securities, to the payment in full  
 without diminution or modification by such plan of all Senior Debt), to  
 which the holders or the Trustee would be entitled except for the  
 provisions of this Article, shall be paid by the liquidating trustee or  
 agent or other person making such a payment or distribution, directly to  
 the holders of Senior Debt (or their representatives(s) or trustee(s)  
 acting on their behalf), ratably according to the aggregate amounts  
 remaining unpaid on account of the principal of or interest on and other  
 amounts due on the Senior Debt held or represented by each, to the  
 extent necessary to make payment in full of all Senior Debt remaining  
 unpaid, after giving effect to any concurrent payment or distribution to  
 the holders of such Senior Debt; and  
  
 (3) in the event that, notwithstanding the foregoing, any  
 payment or distribution of assets of the Company of any kind or  
 character, whether in cash, property or securities (other than  
 securities of the Company as reorganized or readjusted, or securities of  
 the Company or any other corporation provided for by a plan of  
 reorganization or readjustment the payment of which is subordinate, at  
 least to the extent   
  
  
  
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 provided in this Article with respect to the Convertible Debt  
 Securities, to the payment in full without diminution or modification by  
 such plan of Senior Debt), shall be received by the Trustee or the  
 holders before all Senior Debt is paid in full, such payment or  
 distribution shall be held in trust for the benefit of, and be paid over  
 to upon request by a holder of the Senior Debt, the holders of the  
 Senior Debt remaining unpaid (or their representatives) or trustee(s)  
 acting on their behalf, ratably as aforesaid, for application to the  
 payment of such Senior Debt until all such Senior Debt shall have been  
 paid in full, after giving effect to any concurrent payment or  
 distribution to the holders of such Senior Debt.  
  
 Subject to the payment in full of all Senior Debt, the Holders shall be  
subrogated to the rights of the holders of Senior Debt to receive payments or  
distributions of cash, property or securities of the Company applicable to the  
Senior Debt until the principal of and interest on the Convertible Debt  
Securities shall be paid in full and, for purposes of such subrogation, no such  
payments or distributions to the holders of Senior Debt of cash, property or  
securities which otherwise would have been payable or distributable to holders  
shall, as between the Company, its creditors other than the holders of Senior  
Debt, and the holders, be deemed to be a payment by the Company to or on account  
of the Senior Debt, it being understood that the provisions of this Article are  
and are intended solely for the purpose of defining the relative rights of the  
Holders, on the one hand, and the holders of Senior Debt, on the other hand.  
  
 Nothing contained in this Article or elsewhere in this Indenture or in  
the Convertible Debt Securities is intended to or shall (i) impair, as between  
the Company and its creditors other than the holders of Senior Debt, the  
obligation of the Company, which is absolute and unconditional, to pay to the  
Holders the principal of and interest on the Convertible Debt Securities as and  
when the same shall become due and payable in accordance with the terms of the  
Convertible Debt Securities, (ii) affect the relative rights of the holders and  
creditors of the Company other than holders of Senior Debt or, as between the  
Company and the Trustee, the obligations of the Company to the Trustee, or (iii)  
prevent the Trustee or the Holders from exercising all remedies otherwise  
permitted by applicable law upon default under this Indenture, subject to the  
rights, if any, under this Article of the holders of Senior Debt in respect of  
cash, property and securities of the Company received upon the exercise of any  
such remedy.  
  
 Upon distribution of assets of the Company referred to in this Article  
XIII, the Trustee, subject to the provisions of Section 601 hereof, and the  
holders shall be entitled to rely upon a certificate of the liquidating trustee  
or agent or other person making any distribution to the Trustee or to the  
holders for the purpose of ascertaining the persons entitled to participate in  
such distribution, the holders of the Senior Debt and other indebtedness of the  
Company, the amount thereof or payable thereon, the amount or amounts paid or  
distributed thereon and all other facts pertinent thereto or to this Article.  
The Trustee, however, shall not be deemed to owe any fiduciary duty to the  
holders of Senior Debt. Nothing contained in this Article or elsewhere in this  
Indenture, or in any of the Convertible Debt Securities, shall prevent the good  
faith application by the Trustee of any moneys which were deposited with it  
hereunder, prior to its receipt of written notice of facts which would prohibit  
such application, for the purpose of the payment of or on account of the  
principal of or interest on, the Convertible Debt Securities unless, prior to  
the date on which such application is made by the Trustee, the Trustee shall be  
  
  
  
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charged with actual notice under Section 1303(d) hereof of the fact which would  
prohibit the making of such application.  
  
 (c) The provisions of this Article XIII shall not be applicable  
to any cash, properties or securities received by the Trustee or by any holder  
when received as a holder of Senior Debt and nothing in this Indenture shall  
deprive the Trustee or such holder of any of its rights as such holder.  
  
 (d) The Company shall give prompt written notice to the Trustee  
of any fact known to the Company which would prohibit the making of any payment  
of money to or by the Trustee in respect of the Convertible Debt Securities  
pursuant to the provisions of this Article XIII. The Trustee, subject to the  
provisions of Section 601 hereof, shall be entitled to assume that no such fact  
exists unless the Company or any holder of Senior Debt or any trustee therefor  
has given written notice thereof to the Trustee. Notwithstanding the provisions  
of this Article or any other provisions of this Indenture, the Trustee shall not  
be charged with knowledge of the existence of any fact which would prohibit the  
making of any payment of moneys to or by the Trustee in respect of the  
Convertible Debt Securities pursuant to the provisions in this Article, unless,  
and until 3 Business Days after the Trustee shall have received written notice  
thereof from the Company or any holder or holders of Senior Debt or from any  
trustee therefor; and, prior to the receipt of any such written notice, the  
Trustee, subject to the provisions of Section 601 hereof, shall be entitled in  
all respects conclusively to assume that no such facts exist; provided, however,  
that if on a date not less than 3 Business Days immediately preceding the date  
upon which, by the terms hereof, any such moneys may become payable for any  
purpose (including, without limitation, the principal of or interest on any  
Convertible Debt Securities), the Trustee shall not have received with respect  
to such moneys the written notice provided for in this Section 1303(d), then  
anything herein contained to the contrary notwithstanding, the Trustee shall  
have full power and authority to receive such moneys and to apply the same to  
the purpose for which they were received, and shall not be affected by any  
notice to the contrary which may be received by it on or after such prior date.  
  
 The Trustee shall be entitled to conclusively rely on the delivery to it  
of a written notice by a person representing himself to be a holder of Senior  
Debt (or a trustee on behalf of such Holder) to establish that such notice has  
been given by a holder of Senior Debt (or a trustee on behalf of any holder or  
holders). In the event that the Trustee determines in good faith that further  
evidence is required with respect to the right of any person as a holder of  
Senior Debt to participate in any payment or distribution pursuant to this  
Article XIII, the Trustee may request such person to furnish evidence to the  
reasonable satisfaction of the Trustee as to the amount of Senior Debt held by  
such person, the extent to which such person is entitled to participate in such  
payment or distribution and any other facts pertinent to the rights of such  
person under this Article XIII, and, if such evidence is not furnished, the  
Trustee may defer any payment to such person pending judicial determination as  
to the right of such person to receive such payment; nor shall the Trustee be  
charged with knowledge of the curing or waiving of any default of the character  
specified in Section 1302 hereof or that any event or any condition preventing  
any payment in respect of the Convertible Debt Securities shall have ceased to  
exist, unless and until the Trustee shall have received written notice to such  
effect.  
  
  
  
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 (e) The provisions of this Section 1303 applicable to the Trustee  
shall (unless the context requires otherwise) also apply to any Paying Agent for  
the Company.  
  
 Section 1304. Reliance by Senior Debt on Subordination Provisions.  
  
 Each Holder of any Convertible Debt Securities by his acceptance thereof  
acknowledges and agrees that the foregoing subordination provisions are, and are  
intended to be, an inducement and a consideration for each holder of any Senior  
Debt, whether such Senior Debt was created or acquired before or after the  
issuance of the Convertible Debt Securities, to acquire and continue to hold, or  
to continue to hold, such Senior Debt, and such holder of Senior Debt shall be  
deemed conclusively to have relied on such subordination provisions in acquiring  
and continuing to hold, or in continuing to hold, such Senior Debt. Notice of  
any default in the payment of any Senior Debt, except as expressly stated in  
this Article XIII, and notice of acceptance of the provisions hereof are hereby  
expressly waived. Except as otherwise expressly provided herein, no waiver,  
forbearance or release by any holder of Senior Debt under such Senior Debt or  
under this Article shall constitute a release of any of the obligations or  
liabilities of the Trustee or Holders of the Convertible Debt Securities  
provided in this Article.  
  
 Section 1305. No Waiver of Subordination Provisions.  
  
 Except as otherwise expressly provided herein, no right of any present  
or future holder of any Senior Debt to enforce subordination as herein provided  
shall at any time in any way be prejudiced or impaired by any act or failure to  
act on the part of the Company with the terms, provisions and covenants of this  
Indenture, regardless of any knowledge thereof any such holder may have or be  
otherwise charged with.  
  
 Without in any way limiting the generality of the foregoing paragraph,  
the holders of Senior Debt may, at any time and from time to time, without the  
consent of, or notice to, the Trustee or the Holders of the Convertible Debt  
Securities, without incurring responsibility to the Holders of the Convertible  
Debt Securities and without impairing or releasing the subordination provided in  
this Article XIII or the obligations hereunder of the Holders of the Convertible  
Debt Securities to the holders of Senior Debt do any one or more of the  
following: (i) change the manner, place or terms of payment of, or renew or  
alter, Senior Debt, or otherwise amend or supplement in any manner or any  
instrument evidencing the same or any agreement under which Senior Debt is  
outstanding; (ii) sell, exchange, release or otherwise dispose of any property  
pledged, mortgaged or otherwise securing Senior Debt; (iii) release any person  
liable in any manner for the collection of Senior Debt; and (iv) exercise or  
refrain from exercising any rights against the Company or any other person.  
  
 Section 1306. Trustee's Relation to Senior Debt.  
  
 The Trustee in its individual capacity shall be entitled to all the  
rights set forth in this Article XIII in respect of any Senior Debt at any time  
held by it, to the same extent as any holder of Senior Debt, and nothing in this  
Indenture shall deprive the Trustee of any of its rights as such holder.  
  
 With respect to the holders of Senior Debt, the Trustee undertakes to  
perform or to observe only such of its covenants and obligations, as are  
specifically set forth in this Article,   
  
  
  
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and no implied covenants or obligations with respect to the holders of Senior  
Debt shall be read into this Indenture against the Trustee. The Trustee shall  
not owe any fiduciary duty to the holders of Senior Debt but shall have only  
such obligations to such holders as are expressly set forth in this Article.  
  
 Each Holder of a Convertible Debt Securities by his acceptance thereof  
authorizes and directs the Trustee on his behalf to take such action as may be  
necessary or appropriate to effectuate the subordination provided in this  
Article XIII and appoints the Trustee his attorney-in-fact for any and all such  
purposes, including, in the event of any dissolution, winding up or liquidation  
or reorganization under any applicable bankruptcy law of the Company (whether in  
bankruptcy, insolvency or receivership proceedings or otherwise), the timely  
filing of a claim for the unpaid balance of such holder's Convertible Debt  
Securities in the form required in such proceedings and the causing of such  
claim to be approved. If the Trustee does not file a claim or proof of debt in  
the form required in such proceedings prior to 30 days before the expiration of  
the time to file such claims or proofs, then any holder or holders of Senior  
Debt or their representative or representatives shall have the right to demand,  
xxx for, collect, receive and receipt for the payments and distributions in  
respect of the Convertible Debt Securities which are required to be paid or  
delivered to the holders of Senior Debt as provided in this Article and to file  
and prove all claims therefor and to take all such other action in the name of  
the holders or otherwise, as such holders of Senior Debt or representative  
thereof may determine to be necessary or appropriate for the enforcement of the  
provisions of this Article.  
  
 Section 1307. Other Provisions Subject Hereto.  
  
 Expect as expressly stated in this Article XIII, notwithstanding  
anything contained in this Indenture to the contrary, all the provisions of this  
Indenture and the Convertible Debt Securities are subject to the provisions of  
this Article. However, nothing in this Article shall apply to or adversely  
affect the claims of, or payment to, the Trustee pursuant to Section 607.  
Notwithstanding the foregoing, the failure to make a payment on account of  
principal of or interest on the Convertible Debt Securities by reason of any  
provision of this Article shall not be construed as preventing the occurrence of  
an Event of Default under Section 501.  
  
 ARTICLE XIV.  
  
 REPAYMENT AT THE OPTION OF HOLDERS  
  
 Section 1401. Applicability of Article.  
  
 Convertible Debt Securities of any series which are repayable at the  
option of the Holders thereof before their Stated Maturity shall be repaid in  
accordance with their terms and (except as otherwise specified pursuant to  
Section 301 for Convertible Debt Securities of such series) in accordance with  
this Article.  
  
 Section 1402. Repayment of Convertible Debt Securities.  
  
 Each Convertible Debt Security which is subject to repayment in whole or  
in part at the option of the Holder thereof on a Repayment Date shall be repaid  
at the applicable Repayment   
  
  
  
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Price together with interest accrued to such Repayment Date as specified  
pursuant to Section 301.  
  
 Section 1403. Exercise of Option; Notice.  
  
 Each Holder desiring to exercise such Holder's option for repayment  
shall, as conditions to such repayment, surrender the Convertible 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 Company in a Place 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  
Convertible Debt Security to be repaid, which shall be equal to the minimum  
authorized denomination for such Convertible Debt Security or an integral  
multiple thereof, and shall identify the Convertible Debt Security to be repaid  
and, in the case of a partial repayment of the Convertible Debt Security, shall  
specify the denomination or denominations of the Convertible Debt Security or  
Convertible Debt Securities of the same series to be issued to the Holder for  
the portion of the principal of the Convertible Debt Security surrendered which  
is not to be repaid.  
  
 The Company shall execute and the Trustee shall authenticate and deliver  
without service charge to the Holder of any Registered Security so surrendered a  
new Registered Security or Securities 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 Registered 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 Convertible Debt  
Securities shall relate, in the case of any Convertible Debt Security repaid or  
to be repaid only in part, to the portion of the principal of such Convertible  
Debt Security which has been or is to be repaid.  
  
 Section 1404. Election of Repayment by Remarketing Entities.  
  
 The Company may elect, with respect to Convertible 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, at a price equal to the Repayment Price,  
Convertible Debt Securities of such series from the Holders thereof who give  
notice and surrender their Convertible Debt Securities in accordance with  
Section 1403.  
  
 Section 1405. Securities Payable on the Repayment Date.  
  
 Notice of exercise of the option of repayment having been given and the  
Convertible Debt Securities so to be repaid having been surrendered as  
aforesaid, such Convertible Debt Securities shall, unless purchased in  
accordance with Section 1404, on the Repayment Date become due and payable at  
the price therein specified and from and after the Repayment Date such  
Convertible Debt Securities shall cease to bear interest and shall be paid on  
the Repayment Date unless the Company shall default in the payment of such price  
in which case the Company shall continue to be obligated for the principal  
amount of such Convertible Debt Securities and shall be obligated to pay  
interest on such principal amount at the rate borne by such Convertible Debt  
Securities from time to time until payment in full of such principal amount.  
  
  
  
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 ARTICLE XV.  
  
 MEETINGS OF HOLDERS OF CONVERTIBLE DEBT SECURITIES  
  
 Section 1501. Purposes for Which Meetings May Be Called.  
  
 A meeting of Holders of Convertible Debt Securities of any series may be  
called at any time and from time to time pursuant to this Article to make, give  
or take any request, demand, authorization, direction, notice, consent, waiver  
or other Act provided by this Indenture to be made, given or taken by Holders of  
Convertible Debt Securities of such series.  
  
 Section 1502. Call, Notice and Place of Meetings.  
  
 (a) The Trustee may at any time call a meeting of Holders of  
Convertible Debt Securities of any series for any purpose specified in Section  
1501, to be held at such time and at such place in The City of New York, or in  
The City of Los Angeles, as the Trustee shall determine. Notice of every meeting  
of Holders of Convertible Debt Securities of any series, setting forth the time  
and the place of such meeting and in general terms the action proposed to be  
taken at such meeting, shall be given, in the manner provided in Section 106,  
not less than 21 nor more than 180 days prior to the date fixed for the meeting.  
  
 (b) In case at any time the Company, pursuant to a Board  
Resolution, or the Holders of at least 25% in principal amount of the  
Outstanding Convertible Debt Securities of any series shall have requested the  
Trustee to call a meeting of the Holders of Convertible Debt Securities of such  
series for any purpose specified in Section 1501, by written request setting  
forth in reasonable detail the action proposed to be taken at the meeting, and  
the Trustee shall not have made the first publication of the notice of such  
meeting within 21 days after receipt of such request or shall not thereafter  
proceed to cause the meeting to be held as provided herein, then the Company or  
the Holders of Convertible Debt Securities of such series in the amount above  
specified, as the case may be, may determine the time and the place in The City  
of New York, or in The City of Los Angeles, for such meeting and may call such  
meeting for such purposes by giving notice thereof as provided in subsection (a)  
of this Section.  
  
 Section 1503. Persons Entitled to Vote at Meetings.  
  
 To be entitled to vote at any meeting of Holders of Convertible Debt  
Securities of any series, a Person shall be (1) a Holder of one or more  
Outstanding Convertible Debt Securities of such series, or (2) a Person  
appointed by an instrument in writing as proxy for a Holder or Holders of one or  
more Outstanding Convertible Debt Securities of such series by such Holder or  
Holders. The only Persons who shall be entitled to be present or to speak at any  
meeting of Holders of Convertible Debt Securities of any series shall be the  
Persons entitled to vote at such meeting and their counsel, any representatives  
of the Trustee and its counsel and any representatives of the Company and its  
counsel.  
  
 Section 1504. Quorum; Action.  
  
 The Persons entitled to vote a majority in principal amount of the  
Outstanding Convertible Debt Securities of a series shall constitute a quorum  
for a meeting of Holders of   
  
  
  
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Convertible Debt Securities of such series. In the absence of a quorum within 30  
minutes of the time appointed for any such meeting, the meeting shall, if  
convened at the request of Holders of Convertible Debt Securities of such  
series, be dissolved. In the absence of a quorum in any other case the meeting  
may be adjourned for a period of not less than 10 days as determined by the  
chairperson of the meeting prior to the adjournment of such meeting. In the  
absence of a quorum at any such adjourned meeting, such adjourned meeting may be  
further adjourned for a period of not less than 10 days as determined by the  
chairperson of the meeting prior to the adjournment of such adjourned meeting.  
Notice of this reconvening of any adjourned meeting shall be given as provided  
in Section 1502(a), except that such notice need be given only once not less  
than 5 days prior to the date on which the meeting is scheduled to be  
reconvened. Notice of the reconvening of an adjourned meeting shall state  
expressly the percentage, as provided above, of the principal amount of the  
Outstanding Convertible Debt Securities of such series which shall constitute a  
quorum.  
  
 Except as limited by the proviso to Section 902, any resolution  
presented to a meeting or adjourned meeting duly reconvened at which a quorum is  
present as aforesaid may be adopted only by the affirmative vote of the Holders  
of majority in principal amount of the Outstanding Convertible Debt Securities  
of that series, provided, however, that, except as limited by the proviso to  
Section 902, any resolution with respect to any request, demand, authorization,  
direction, notice, consent, waiver or other Act which this Indenture expressly  
provides may be made, given or taken by the Holders of a specified percentage,  
which is less than a majority, in principal amount of the Outstanding  
Convertible Debt Securities of a series may be adopted at a meeting or an  
adjourned meeting duly reconvened and at which a quorum is present as aforesaid  
by the affirmative vote of the Holders of such specified percentage in principal  
amount of the Outstanding Convertible Debt Securities of that series.  
  
 Any resolution passed or decision taken at any meeting of Holders of  
Convertible Debt Securities of any series duly held in accordance with this  
Section shall be binding on all the Holders of Convertible Debt Securities of  
such series, whether or not present or represented at the meeting.  
  
 Section 1505. Determination of Voting Rights; Conduct and Adjournment of  
Meetings.  
  
 (a) Notwithstanding any other provisions of this Indenture, the  
Trustee may make such reasonable regulations as it may deem advisable for any  
meeting of Holders of Convertible Debt Securities of such series in regard to  
proof of the holding of Convertible Debt Securities of such series and of the  
appointment of proxies and in regard to the appointment and duties of inspectors  
of votes, the submission and examination of proxies, certificates and other  
evidence of the right to vote, and such other matters concerning the conduct of  
the meeting as it shall deem appropriate. Except as otherwise permitted or  
required by any such regulations, the holding of Convertible Debt Securities  
shall be proved in the manner specified in Section 104 and the appointment of  
any proxy shall be proved in the manner specified in Section 104. Such  
regulations may provide that written instruments appointing proxies, regular on  
their face, may be presumed valid and genuine without the proof specified in  
Section 104 or other proof.  
  
 (b) The Trustee shall, by an instrument in writing, appoint a  
temporary chairperson of the meeting, unless the meeting shall have been called  
by the Company or by   
  
  
  
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Holders of Convertible Debt Securities as provided in Section 1502(b), in which  
case the Company or the Holders of Convertible Debt Securities of the series  
calling the meeting, as the case may be, shall in like manner appoint a  
temporary chairperson. A permanent chairperson and a permanent secretary of the  
meeting shall be elected by vote of the Persons entitled to vote a majority in  
principal amount of the Outstanding Convertible Debt Securities of such series  
represented at the meeting.  
  
 (c) At any meeting each Holder of a Convertible Debt Security of  
such series or proxy shall be entitled to one vote for each $1,000 principal  
amount of Convertible Debt Securities of such series held or represented by him;  
provided, however, that no vote shall be cast or counted at any meeting in  
respect of any Convertible Debt Security challenged as not Outstanding and ruled  
by the chairperson of the meeting not to be Outstanding. The chairperson of the  
meeting shall have no right to vote, except as a Holder of a Convertible Debt  
Security of such series or proxy.  
  
 (d) Any meeting of Holders of Convertible Debt Securities of any  
series duly called pursuant to Section 1502 at which a quorum is present may be  
adjourned from time to time by Persons entitled to vote a majority in principal  
amount of the Outstanding Convertible Debt Securities of such series represented  
at the meeting; and the meeting may be held as so adjourned without further  
notice.  
  
 Section 1506. Counting Votes and Recording Action of Meetings.  
  
 The vote upon any resolution submitted to any meeting of Holders of  
Convertible Debt Securities of any series shall be by written ballots on which  
shall be subscribed the signatures of the Holders of Convertible Debt Securities  
of such series or of their representatives by proxy and the principal amounts  
and serial numbers of the Outstanding Convertible Debt Securities of such series  
held or represented by them. The permanent chairperson of the meeting shall  
appoint two inspectors of votes who shall count all votes cast at the meeting  
for or against any resolution and who shall make and file with the secretary of  
the meeting their verified written reports in triplicate of all votes cast at  
the meeting. A record, at least in triplicate, of the proceedings of each  
meeting of Holders of Convertible Debt Securities of any series 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 on any vote by ballot  
taken thereat and affidavits by one or more persons having knowledge of the  
facts setting forth a copy of the notice of the meeting and showing that said  
notice was given as provided in Section 1502 and, if applicable, Section 1501.  
Each copy shall be signed and verified by the affidavits of the permanent  
chairperson and secretary of the meeting and one such copy shall be delivered to  
the Company, and another to the Trustee to be preserved by the Trustee, the  
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 stated.  
  
  
  
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 ARTICLE XVI.  
  
 DEFEASANCE  
  
 Section 1601. Termination of Company's Obligations.  
  
 If this Section 1601 is specified, as contemplated by Section 301, to be  
applicable to any series of Convertible Debt Securities and if the Company  
deposits irrevocably in trust with the Trustee money and/or Government  
Obligations the payments of principal and interest on which when due (and  
without reinvestment) will provide money in such amounts as will (together with  
any money irrevocably deposited in trust with the Trustee, without investment)  
be sufficient to pay the principal of (and premium, if any) and any installment  
of principal of (and premium, if any) or interest when due on the Convertible  
Debt Securities of such series on the Stated Maturity of such principal or  
interest or, if such series may be redeemed by the Company prior to the Stated  
Maturity thereof and the Company shall have given irrevocable instructions to  
the Trustee to effect such redemption, at the date fixed for such redemption  
pursuant to Article XI, and any mandatory sinking fund, repayment or analogous  
payments thereon on the scheduled due dates therefor, the Company's obligations  
under Sections 801, 803, 804 and 1005 and any other covenant determined pursuant  
to Section 301 to be subject to this Section shall terminate and Sections 501(4)  
(with respect to Sections 801, 803, 804 and 1005), 501(5), 501(6), 501(7) and  
501(8) (if specified as contemplated by Section 301) shall be deemed not to be  
an Event of Default, in each case with respect to the Convertible Debt  
Securities of the series for which such deposit was made; provided, however,  
that (i) no Event of Default with respect to the Convertible Debt Securities of  
such series under Section 501(6) or 501(7) or event that with notice or lapse of  
time or both would constitute such an Event of Default shall have occurred and  
be continuing on the 91st day after such date, (ii) such deposit will not result  
in a breach of, or constitute a default under, this Indenture or any other  
agreement or instrument to which the Company is a party or by which it is bound,  
and (iii) such termination shall not relieve the Company of its obligations  
under the Convertible Debt Securities of such series and this Indenture to pay  
when due the principal of (and premium, if any) and interest and additional  
amounts on such Convertible Debt Securities if such amounts are not paid (or  
payment is not provided for) when due from the money and Government Obligations  
(and the proceeds thereof) so deposited.  
  
 It shall be a condition to the deposit of cash and/or Government  
Obligations and the termination of the Company's obligations pursuant to the  
provisions of this Section with respect to the Convertible Debt Securities of  
any series under Sections 801, 803, 804 and 1005 and any other covenant  
determined pursuant to Section 301 to be subject to this Section and the  
inapplicability of the Events of Default contained in Sections 501(4), 501(5),  
501(6), 501(7) and 501(8) to the extent set forth above pursuant to the  
provisions of this Section with respect to Convertible Debt Securities of any  
series that the Company deliver to the Trustee (i) an Officers' Certificate to  
the effect that under the laws in effect on the date such money and/or  
Government Obligations are deposited with the Trustee, the amount thereof will  
be sufficient, after payment of all Federal, state and local taxes in respect  
thereof payable by the Trustee, to pay principal (and premium, if any) and  
interest when due on the Convertible Debt Securities of such series; and (ii) an  
Officers' Certificate and an Opinion of Counsel, each stating that all  
conditions  
  
  
  
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precedent herein provided for relating to the defeasance contemplated in this  
Section have been complied with.  
  
 It shall be an additional condition to the deposit of cash and/or  
Government Obligations and the termination of the Company's obligations pursuant  
to the provisions of this Section under Sections 801, 803, 804 and 1005 and any  
other covenant determined pursuant to Section 301 to be subject to this Section  
and the inapplicability of the Events of Default contained in Section 501(4),  
501(5), 501(6), 501(7) and 501(8) to the extent set forth above pursuant to the  
provisions of this Section, with respect to the Convertible Debt Securities of  
any series then listed on the New York Stock Exchange, that the Company deliver  
an Opinion of Counsel that the Convertible Debt Securities of such series will  
not be delisted from the New York Stock Exchange as a result of such deposit and  
termination.  
  
 After a deposit as provided herein, the Trustee shall, upon Company  
Request, acknowledge in writing the discharge of the Company's obligations  
pursuant to the provisions of this Section with respect to the Convertible Debt  
Securities of such series under Sections 801, 803, 804 and 1005 and any other  
covenant determined pursuant to Section 301 to be subject to this Section and  
the inapplicability of the Events of Default contained in Sections 501(4),  
501(5), 501(6), 501(7) and 501(8) to the extent set forth above.  
  
 Section 1602. Repayment to Company.  
  
 The Trustee and any Paying Agent shall promptly pay to the Company upon  
Company Request any money or Government Obligations not required for the payment  
of the principal of (and premium, if any) and interest on the Convertible Debt  
Securities of any series for which money or Government Obligations have been  
deposited pursuant to Section 1601 held by them at any time.  
  
 The Trustee and any Paying Agent shall promptly pay to the Company upon  
Company Request any money held by them for the payment of principal (and  
premium, if any) and interest that remains unclaimed for two years after the  
Maturity of the Convertible Debt Securities for which a deposit has been made  
pursuant to Section 1601. After such payment to the Company, the Holders of the  
Convertible Debt Securities of such series shall thereafter, as unsecured  
general creditors, look only to the Company for the payment thereof.  
  
 Section 1603. Indemnity for Government Obligations.  
  
 The Company shall pay and shall indemnify the Trustee against any  
tax, fee or other charge imposed on or assessed against the deposited Government  
Obligations or the principal or interest received on such Government  
Obligations.  
  
  
  
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 IN WITNESS WHEREOF, the parties hereto have caused this Indenture  
to be duly executed, and their respective corporate seals to be hereunto affixed  
and attested, all as of the day and year first above written.  
  
 FIDELITY NATIONAL FINANCIAL, INC.  
  
  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
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STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF ORANGE )  
  
  
 On the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 1998, before me personally came  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known, who, being duly sworn, did depose and say that  
he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that he is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
of Fidelity National Financial, Incorporated, a corporation described in and  
which executed the above instrument; that he/she knows the seal of said  
corporation; that it was so affixed pursuant to the authority of the Board of  
Directors of said corporation; and that he/she signed his/her name thereto  
pursuant to like authority.  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Notary Public  
  
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STATE OF \_\_\_\_\_\_\_\_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )  
  
  
 On the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 1998, before me personally  
came \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known, who, being duly sworn, did depose and say  
that he/she resides at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; that  
he/she is an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ described in and which  
executed the above instrument; that he/she knows the seal of said corporation;  
that it was so affixed pursuant to the authority of the Board of Directors of  
said corporation; and that he/she signed his/her name thereto pursuant to like  
authority.  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Notary Public