$500,000,000  
  
 XXXXXXX XXXXX, INC.  
  
 Medium-Term Notes, Series E  
  
  
  
 DISTRIBUTION AGREEMENT  
  
 March 21, 1996  
  
  
CS First Xxxxxx Xxxxxxxxxxx  
Xxxx Xxxxxx Xxxxx  
00 Xxxx 00xx Xxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
  
Xxxxxxx, Sachs & Co.  
00 Xxxxx Xxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
  
Xxxxxx Brothers  
Xxxxxx Brothers Inc. (including  
 Xxxxxx Government Securities Inc.)  
3 World Financial Center, 00xx Xxxxx  
Xxx Xxxx, Xxx Xxxx 00000-0000  
  
Xxxxxx Xxxxxxx & Co. Incorporated  
0000 Xxxxxx xx xxx Xxxxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
  
Salomon Brothers Inc  
Xxxxx Xxxxx Xxxxx Xxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
  
Dear Sirs:  
  
 1. INTRODUCTION. Xxxxxxx Xxxxx, Inc., a Florida corporation (the  
"Issuer"), confirms its agreement with each of you (individually, an "Agent" and  
collectively, the "Agents" (which terms shall include Xxxxxx Government  
Securities Inc., an affiliate of Xxxxxx Brothers Inc.)) with respect to the  
issue and sale from time to time by the Issuer of up to $500,000,000 (or the  
U.S. dollar equivalent in certain specified foreign currencies or currency  
units) aggregate principal amount of its medium-term notes,  
  
  
  
  
series E, registered under the registration statements referred to in Section  
2(a) (any such medium-term notes, series E being hereinafter referred to as the  
"Securities"). Securities which are subordinated in priority of payment to  
Senior Indebtedness of the Issuer will be issued under an indenture dated as of  
March 16, 1995 (as it may be supplemented or amended from time to time, the  
"Subordinated Indenture"), between the Issuer and Chemical Bank, as trustee (the  
"Subordinated Trustee"). Securities which are senior in priority of payment  
will be issued under an indenture dated as of March 16, 1995 (as it may be  
supplemented or amended from time to time, the "Senior Indenture") between the  
Issuer and The First National Bank of Chicago, as trustee (the "Senior  
Trustee"). The Subordinated Indenture and the Senior Indenture are collectively  
referred to herein as the "Indenture". The Subordinated Trustee and the Senior  
Trustee are collectively referred to as the "Trustee".  
  
 The Securities shall have the maturity ranges, annual interest rates  
or interest rate formulas, if any, currencies or currency units, redemption or  
sinking fund provisions and other terms set forth in the Prospectus referred to  
in Section 2(a) as it may be amended or supplemented from time to time,  
including any supplement to the Prospectus that sets forth only the terms of a  
particular issue of the Securities (a "Pricing Supplement"). The Securities  
will be issued, and the terms thereof established, from time to time by the  
Issuer in accordance with the Indenture and the Procedures (as defined in  
Section 3(d) hereof).  
  
 2. REPRESENTATIONS AND WARRANTIES OF THE ISSUER. The Issuer  
represents and warrants to, and agrees with, each Agent as follows:  
  
 (a) A registration statement (No. 33-64305), including a  
 prospectus, relating to debt securities of the Issuer, including the  
 Securities ("Registered Securities"), has been filed with the Securities  
 and Exchange Commission ("Commission") and has become effective. Pursuant  
 to Rule 429 under the Securities Act of 1933, as amended (the "Act"), the  
 prospectus also relates to debt securities of the Issuer registered  
 pursuant to registration statement No. 33-57597 filed with the Commission  
 which has also become effective. Such registration statements, as amended  
 as of the Closing Date (as defined in Section 3(e) hereof), are hereinafter  
 referred to as the "Registration Statement", and the prospectus included in  
 such Registration Statement, as supplemented as of the Closing Date with  
 respect to the offering of the Securities, including all material  
 incorporated by reference therein, is hereinafter referred to as the  
 "Prospectus". Any reference in this Agreement to amending or supplementing  
  
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 the Prospectus shall be deemed to include the filing of materials  
 incorporated by reference in the Prospectus after the Closing Date and any  
 reference in this Agreement to any amendment or supplement to the  
 Prospectus shall be deemed to include any such materials incorporated by  
 reference in the Prospectus after the Closing Date.  
  
 (b) On the effective date of the Registration Statement relating to  
 the Registered Securities, such Registration Statement conformed in all  
 material respects to the requirements of the Act, the Trust Indenture Act  
 of 1939 ("Trust Indenture Act") and the rules and regulations of the  
 Commission ("Rules and Regulations") and did not include any untrue  
 statement of a material fact or omit to state any material fact required to  
 be stated therein or necessary to make the statements therein not  
 misleading, and on the Closing Date, the Registration Statement and the  
 Prospectus, and at each of the times of acceptance and of delivery referred  
 to in Section 6(a) hereof and at each of the times of amendment or  
 supplementing referred to in Section 6(b) hereof (the Closing Date and each  
 such time being herein sometimes referred to as a "Representation Date"),  
 the Registration Statement and the Prospectus as then amended or  
 supplemented, will conform in all material respects to the requirements of  
 the Act, the Trust Indenture Act and the Rules and Regulations, and neither  
 of such documents will include any untrue statement of a material fact or  
 will omit to state any material fact required to be stated therein or  
 necessary to make the statements therein not misleading, except that the  
 foregoing does not apply to statements in or omissions from any of such  
 documents based upon written information furnished to the Issuer by any  
 Agent specifically for use therein.  
  
 (c) The documents incorporated by reference in the Prospectus, when  
 they became effective or were filed with the Commission, as the case may  
 be, conformed in all material respects to the requirements of the Act or  
 the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as  
 applicable, and none of such documents contained an untrue statement of a  
 material fact or omitted to state a material fact required to be stated  
 therein or necessary to make the statements therein not misleading; and any  
 further documents so filed and incorporated by reference in the Prospectus,  
 or any amendment or supplement thereto, when such documents become  
 effective or are filed with the Commission, as the case may be, will  
 conform in all material respects to the requirements of the Act or the  
 Exchange Act, as applicable, and will not contain an untrue statement of a  
 material fact or omit to state a  
  
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 material fact required to be stated therein or necessary to make the  
 statements therein not misleading.  
  
 (d) The financial statements, and the related notes thereto, included  
 or incorporated by reference in the Registration Statement and the  
 Prospectus present fairly the consolidated financial position of the Issuer  
 and its consolidated subsidiaries as of the dates indicated and the results  
 of their operations and the changes in their consolidated cash flows for  
 the periods specified; said financial statements have been prepared in  
 conformity with generally accepted accounting principles applied on a  
 consistent basis, and the supporting schedules included or incorporated by  
 reference in the Registration Statement present fairly the information  
 required to be stated therein; and the pro forma financial information, and  
 the related notes thereto, if any, included or incorporated by reference in  
 the Registration Statement and the Prospectus has been prepared in  
 accordance with the applicable requirements of the Securities Act and the  
 Exchange Act, as applicable.  
  
 (e) Since the respective dates as of which information is given in  
 the Registration Statement and the Prospectus, there has not been any  
 material adverse change, or any development involving a prospective  
 material adverse change, in or affecting the general affairs, business,  
 prospects, management, financial position, stockholders' equity or results  
 of operations of the Issuer and its subsidiaries, taken as a whole,  
 otherwise than as set forth or contemplated in the Prospectus; and except  
 as set forth or contemplated in the Prospectus neither the Issuer nor any  
 of its subsidiaries has entered into any transaction or agreement (whether  
 or not in the ordinary course of business) material to the Issuer and its  
 subsidiaries taken as a whole.  
  
 (f) The Issuer has been duly incorporated and is validly existing as  
 a corporation in good standing under the laws of the state of its  
 incorporation, with power and authority (corporate and other) to own its  
 properties and conduct its business as described in the Prospectus, and has  
 been duly qualified as a foreign corporation for the transaction of  
 business and is in good standing under the laws of each jurisdiction in  
 which it owns or leases properties, or conducts any business, so as to  
 require such qualification, other than where the failure to be so qualified  
 or in good standing would not have a material adverse effect on the Issuer  
 and its subsidiaries taken as a whole.  
  
  
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 (g) Each of the Issuer's subsidiaries has been duly incorporated and  
 is validly existing as a corporation under the laws of its jurisdiction of  
 incorporation, with power and authority (corporate and other) to own its  
 properties and conduct its business as described in the Prospectus, and has  
 been duly qualified as a foreign corporation for the transaction of  
 business and is in good standing under the laws of each jurisdiction in  
 which it owns or leases properties, or conducts any business, so as to  
 require such qualification, other than where the failure to be so qualified  
 or in good standing would not have a material adverse effect on the Issuer  
 and its subsidiaries taken as a whole.  
  
 (h) Each of this Agreement and any other applicable Terms Agreement  
 has been duly authorized, executed and delivered by the Issuer and  
 constitutes the valid and binding agreement of the Issuer, except as rights  
 to indemnity and contribution hereunder or thereunder may be limited by  
 applicable law.  
  
 (i) The Securities have been duly authorized, and, when issued and  
 delivered in accordance with the Indenture and delivered to and paid for by  
 the purchasers thereof in accordance with this Agreement and any applicable  
 Terms Agreement, will have been duly executed, issued and delivered by the  
 Issuer and will constitute valid and binding obligations of the Issuer  
 entitled to the benefits provided by the Indenture; the Indenture has been  
 duly authorized, executed and delivered by the Issuer and qualified under  
 the Trust Indenture Act and constitutes a valid and binding instrument; and  
 the Indenture conforms, and the Securities of any particular issuance of  
 Securities will conform, to the descriptions thereof in the Prospectus as  
 amended or supplemented to relate to such issuance of Securities.  
  
 (j) Neither the Issuer nor any of its subsidiaries is, or with the  
 giving of notice or lapse of time or both would be, in violation of or in  
 default under, its Articles of Incorporation or Articles of Association, as  
 the case may be, or By-Laws or any indenture, mortgage, deed of trust, loan  
 agreement or other agreement or instrument to which the Issuer or any of  
 its subsidiaries is a party or by which it or any of them or any of their  
 respective properties is bound, except for violations and defaults which  
 individually and in the aggregate are not material to the Issuer and its  
 subsidiaries taken as a whole or to the holders of the Securities; the  
 issue and sale of the Securities and the performance by the Issuer of all  
 of its obligations under the Securities, the Indenture, this Agreement and  
  
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 any Terms Agreement, and the consummation of the transactions herein and  
 therein contemplated, will not conflict with or result in a breach of any  
 of the terms or provisions of, or constitute a default under, any  
 indenture, mortgage, deed of trust, loan agreement or other agreement or  
 instrument to which the Issuer or any of its subsidiaries is a party or by  
 which the Issuer or any of its subsidiaries is bound or to which any of the  
 property or assets of the Issuer or any of its subsidiaries is subject, nor  
 will such action result in any violation of the provisions of the Articles  
 of Incorporation or the By-Laws of the Issuer or any applicable law or any  
 statute or any order, rule or regulation of any court or governmental  
 agency or body having jurisdiction over the Issuer, its subsidiaries or any  
 of their respective properties; and no consent, approval, authorization,  
 order, registration or qualification of or with any such court or  
 governmental agency or body is required for the issue and sale of the  
 Securities or the consummation by the Issuer of the other transactions  
 contemplated by this Agreement, any applicable Terms Agreement or the  
 Indenture, except such as have been, or will have been prior to the Closing  
 Date (as defined in Section 3(e) hereof), obtained under the Act or the  
 Trust Indenture Act and such consents, approvals, authorizations,  
 registrations or qualifications as may be required under state securities  
 or Blue Sky laws in connection with the offer and sale of the Securities.  
  
 (k) Other than as set forth or contemplated in the Prospectus, there  
 are no legal or governmental proceedings pending or, to the knowledge of  
 the Issuer, threatened to which the Issuer or any of its subsidiaries is or  
 may be a party or to which any property of the Issuer or any of its  
 subsidiaries is or may be the subject which, if determined adversely to the  
 Issuer or any of its subsidiaries, could individually or in the aggregate  
 reasonably be expected to have a material adverse effect on the general  
 affairs, business, prospects, management, consolidated financial position,  
 stockholders' equity or results of operations of the Issuer and its  
 subsidiaries taken as a whole, and, to the best of the Issuer's knowledge,  
 no such proceedings are threatened or contemplated by governmental  
 authorities or threatened by others; and there are no contracts or other  
 documents of a character required to be filed as an exhibit to the  
 Registration Statement or required to be described in the Registration  
 Statement or the Prospectus which are not filed or described as required.  
  
 (l) Immediately after any sale of Securities by the Issuer hereunder  
 or under any applicable Terms  
  
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 Agreement, the aggregate amount of Securities which shall have been issued  
 and sold by the Issuer hereunder or under any Terms Agreement and of any  
 registered Securities (other than the Securities) that shall have been  
 issued and sold pursuant to the Registration Statement will not exceed the  
 amount of Registered Securities registered under the Registration  
 Statement.  
  
 3. SOLICITATIONS AS AGENTS; PURCHASES AS PRINCIPAL. (a) Subject to  
the terms and conditions stated herein, the Issuer hereby appoints each of the  
Agents as an agent of the Issuer for the purpose of soliciting or receiving  
offers to purchase the Securities from the Issuer by others. Except as  
otherwise provided herein, so long as this Agreement shall remain in effect with  
respect to any Agent, the Issuer shall not, without the consent of any such  
Agent, solicit or accept offers to purchase, or sell, Securities or any other  
debt securities with a maturity at the time of original issuance of 9 months or  
more ("Medium-Term Debt Securities") except pursuant to this Agreement and any  
Terms Agreement, or except pursuant to a private placement not constituting a  
public offering under the Act or except in connection with a firm commitment  
underwriting pursuant to an underwriting agreement that does not provide for a  
continuous offering of Medium-Term Debt Securities. However, the Issuer  
reserves the right (i) to sell, and may solicit and accept offers to purchase,  
Securities and Medium-Term Debt Securities directly on its own behalf to  
investors (subject to no fee or commission) at any time, (ii) upon five business  
days' prior notice to, and with the prior consent of, each of the Agents, to  
appoint other persons, partnerships or corporations ("Additional Agents") to act  
as its agent to solicit offers for the purchase of Securities or Medium-Term  
Debt Securities pursuant to this Agreement, provided that each Additional Agent  
shall execute this Agreement and become a party hereto and thereafter the term  
"Agent" as used in this Agreement shall mean the Agents and such Additional  
Agents, and (iii) to accept a specific offer to purchase Securities or  
Medium-Term Debt Securities solicited by an agent other than the Agents (each an  
"Other Agent"), without obtaining the prior consent of any of the Agents,  
provided that (x) the Issuer shall give each of the Agents notice of its  
decision to accept such an offer to purchase Securities or Medium-Term Debt  
Securities in advance of such acceptance, and (y) any Other Agent shall agree to  
be bound by and subject to the terms and conditions of this Agreement binding on  
the Agents (including the commission schedule set forth on Exhibit B).  
  
 On the basis of the representations and warranties contained herein,  
but subject to the terms and conditions herein set forth, each Agent hereby  
severally and not jointly agrees, as agent of the Issuer, to use reasonable best  
efforts when requested by the Issuer to solicit offers to  
  
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purchase the Securities upon the terms and conditions set forth in the  
Prospectus, as from time to time amended or supplemented.  
  
 Upon receipt of notice from the Issuer as contemplated by Section 4(b)  
hereof, each Agent shall suspend its solicitations of purchases of Notes until  
such time as the Issuer shall have furnished it with an amendment or supplement  
to the Registration Statement or the Prospectus, as the case may be,  
contemplated by Section 4(b) and shall have advised such Agent that such  
solicitation may be resumed.  
  
 The Issuer reserves the right, in its sole discretion, to suspend  
solicitation of offers to purchase the Securities commencing at any time for any  
period of time or permanently. Upon receipt of a least one Business Day's prior  
notice from the Issuer, the Agents will forthwith suspend solicitation of offers  
to purchase Securities from the Issuer until such time as the Issuer has advised  
the Agents that such solicitation may be resumed. For the purpose of the  
foregoing sentence, "Business Day" shall mean any day which is not a Saturday or  
a Sunday and which in New York City is not a day on which banking institutions  
are generally authorized or obligated by law to close.  
  
 The Agents are authorized to solicit offers to purchase Securities  
only in a minimum aggregate amount of $1,000 and only in fully registered form  
in denominations of $1,000 and integral multiples of $1,000 in excess thereof  
or, in the case of Securities denominated in a foreign currency or currency  
unit, or with respect to which an index is used to determine the amount of  
payments of principal and any premium and interest, in each case as may be  
designated by the Issuer at the time of offering thereof, in the denominations  
indicated in the applicable Pricing Supplement, and at a purchase price which,  
unless otherwise specified in the applicable Pricing Supplement, shall be equal  
to 100% of the principal amount thereof. Each Agent shall communicate to the  
Issuer, orally or in writing, each reasonable offer to purchase Securities  
received by it as Agent. The Issuer shall have the sole right to accept offers  
to purchase the Securities and may reject any such offer, in whole or in part.  
Each Agent shall have the right, in its discretion reasonably exercised, without  
notice to the Issuer, to reject any offer to purchase Securities received by it  
and which it considers unacceptable, in whole or in part, and any such rejection  
shall not be deemed a breach of its agreement contained herein.  
  
 No Security which the Issuer has agreed to sell pursuant to this  
Agreement shall be deemed to have been purchased and paid for, or sold, by the  
Issuer until such  
  
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Security shall have been delivered to the purchaser thereof against payment by  
such purchaser.  
  
 (b) Each sale of Securities to any Agent as principal shall be made  
in accordance with the terms of this Agreement and (unless such Agent shall  
otherwise agree) a Terms Agreement which will provide for the sale of such  
Securities to, and the purchase thereof by, such Agent (each a "Terms  
Agreement"). A Terms Agreement will be substantially in the form of Exhibit A  
hereto but may take the form of an exchange of any standard form of written  
telecommunication between an Agent and the Issuer and may also specify certain  
provisions relating to the reoffering of such Securities by such Agent. The  
commitment of any Agent to purchase Securities as principal, whether pursuant to  
any Terms Agreement or otherwise, shall be deemed to have been made on the basis  
of the representations and warranties of the Issuer herein contained and shall  
be subject to the terms and conditions herein and in the applicable Terms  
Agreement set forth. Each agreement by an Agent to purchase Securities as  
principal (pursuant to a Terms Agreement or otherwise) shall specify the  
principal amount of Securities to be purchased by such Agent pursuant thereto,  
the price to be paid to the Issuer for such Securities, the maturity date of  
such Securities, the interest rate or interest rate basis, if any, applicable to  
such Securities, any other terms of such Securities, the time and date and place  
of delivery of and payment for such Securities, any provisions relating to  
rights of, and default by, underwriters acting together with such Agent in the  
reoffering of Securities, and shall also specify any requirements for opinions  
of counsel, accountants' letters and officers' certificates pursuant to Section  
5 hereof. Unless otherwise specified in a Terms Agreement, the procedural  
details relating to the issue and delivery of Securities purchased by an Agent  
as principal and the payment therefore shall be as set forth in the Procedures  
(as hereinafter defined).  
  
 (c) At the time of delivery of, and payment for, any Securities sold  
by the Issuer as a result of a solicitation made by, or offer to purchase  
received by, an Agent, the Issuer agrees to pay such Agent a commission in  
accordance with the schedule set forth in Exhibit B hereto. The Issuer agrees  
that each Agent that purchases Securities as principal for resale shall receive  
such compensation, in the form of a discount or otherwise, as shall be indicated  
in the applicable confirmation or Terms Agreement, as the case may be, or, if no  
compensation is indicated therein, a commission in accordance with Exhibit B  
hereto. The Issuer may also sell Securities to an Agent as principal for its  
own account at discounts to be agreed upon at the time of sale. Such Securities  
may be sold to investors and other purchasers at prevailing market prices, or  
prices related thereto at the time of such resale or otherwise, as determined by  
the Agent.  
  
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In addition, the Agents may offer the Securities they have purchased as  
principal to other dealers. The Agents may sell Securities to any dealer at a  
discount and, unless otherwise specified in the applicable confirmation or Terms  
Agreement, such discount allowed to any dealer will not be in excess of the  
discount to be received by such Agent from the Issuer.  
  
 (d) Administrative procedures respecting the sale of Securities (the  
"Procedures") shall be agreed upon from time to time by the Agents and the  
Issuer. The initial Procedures, which are set forth in Exhibit C hereto, shall  
remain in effect until changed by agreement among the Issuer and the Agents.  
Each Agent and the Issuer agree to perform the respective duties and obligations  
specifically provided to be performed by each of them herein and in the  
Procedures. The Issuer will furnish to the Trustee a copy of the Procedures as  
from time to time in effect.  
  
 (e) The documents required to be delivered by Section 5 hereof shall  
be delivered at the office of Xxxxxxx Xxxxxxx & Xxxxxxxx, 000 Xxxxxxxxx Xxxxxx,  
Xxx Xxxx, Xxx Xxxx 00000, not later than 10:00 A.M., New York City time, on the  
date of this Agreement or at such later time as may be mutually agreed by the  
Issuer and the Agents, which in no event shall be later than the time at which  
the Agents commence solicitation of purchases of Securities hereunder, such time  
and date being herein called the "Closing Date".  
  
 4. CERTAIN AGREEMENTS OF THE ISSUER. The Issuer agrees with the  
Agents that it will furnish to Xxxxxxx Xxxxxxx & Xxxxxxxx, counsel for the  
Agents, one signed copy of the Registration Statement, including all exhibits,  
in the form it became effective and of all amendments thereto and that, in  
connection with each offering of Securities:  
  
 (a) The Issuer will advise each Agent promptly of any proposal to  
 amend or supplement the Registration Statement or the Prospectus and will  
 afford the Agents a reasonable opportunity to comment on any such proposed  
 amendment or supplement; and the Issuer will also advise each Agent of the  
 filing and effectiveness of any such amendment or supplement and of the  
 institution by the Commission of any stop order proceedings in respect of  
 the Registration Statement or of any part thereof and will use its best  
 efforts to prevent the issuance of any such stop order and to obtain as  
 soon as possible its lifting, if issued.  
  
 (b) If, at any time when (i) a prospectus relating to the Securities  
 is required to be delivered under the Act and (ii) no suspension of  
 solicitation of offers to purchase Securities pursuant to Section 3(b)  
 hereof or this Section 4(b) shall be in effect (any such time referred to  
 in clause (i) and any time when either any  
  
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 Agent shall own any Securities with the intention of reselling them or the  
 Issuer has accepted an offer to purchase Securities but the related  
 settlement has not occurred being referred to herein as a "Marketing  
 Period"), any event occurs as a result of which the Prospectus as then  
 amended or supplemented would include an untrue statement of a material  
 fact or omit to state any material fact necessary to make the statements  
 therein, in the light of the circumstances under which they were made when  
 such Prospectus is delivered, not misleading, or if it is necessary at any  
 time to amend the Prospectus to comply with the Act, the Issuer will  
 promptly notify each Agent to suspend solicitation of purchases of the  
 Securities; and if the Issuer shall decide to amend or supplement the  
 Registration Statement or the Prospectus, it will promptly advise each  
 Agent by telephone (with confirmation in writing) and will promptly prepare  
 and file with the Commission an amendment or supplement which will correct  
 such statement or omission or an amendment which will effect such  
 compliance. Notwithstanding the foregoing, if, at the time such event  
 occurs or it becomes necessary to amend the Prospectus to comply with the  
 Act, any Agent shall own any of the Securities with the intention of  
 reselling them, or the Issuer has accepted an offer to purchase Securities  
 but the related settlement has not occurred, the Issuer, subject to the  
 provisions of subsection (a) of this Section 4, will promptly prepare and  
 file with the Commission an amendment or supplement which will correct such  
 statement or omission or an amendment which will effect such compliance.  
 Neither the Agents' consent to, nor their delivery of, any amendment or  
 supplement referred to in this Section 4(b) shall constitute a waiver of  
 any of the conditions set forth in Section 5 hereof or of any of the  
 Issuer's obligations set forth in Section 6 hereof.  
  
 (c) The Issuer will file promptly all documents required to be filed  
 with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the  
 Exchange Act. In addition, on or prior to the date on which the Issuer  
 makes any announcement to the general public concerning earnings or  
 concerning any other event which is required to be described, or which the  
 Issuer proposes to describe, in a document filed pursuant to the Exchange  
 Act, the Issuer will furnish the information contained or to be contained  
 in such announcement to each Agent, confirmed in writing and, subject to  
 the provisions of subsections (a) and (b) of this Section 4, will cause the  
 Prospectus to be amended or supplemented to reflect the information  
 contained in such announcement. The Issuer also will furnish each Agent  
 with copies of all other press releases or announcements to the general  
 public. The Issuer will immediately notify each Agent  
  
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 of any downgrading in the rating of the Securities or any other debt  
 securities of the Issuer, or any proposal to downgrade the rating of the  
 Securities or any other debt securities of the Issuer (including any  
 surveillance or review regarding the same), by any "nationally recognized  
 statistical rating organization" (as defined for purposes of Rule 436(g)  
 under the Act), or any public announcement that any such organization has  
 under surveillance or review its rating of the Securities or any debt  
 securities of the Issuer (other than an announcement with positive  
 implications of a possible upgrading, and no implication of a possible  
 downgrading of such rating), as soon as the Issuer learns of such  
 downgrading, proposal to downgrade or public announcement.  
  
 (d) As soon as practicable, but in any event not later than 16 months  
 after the date of each acceptance by the Issuer of an offer to purchase  
 Securities hereunder, the Issuer will make generally available to its  
 security holders an earnings statement covering a period of at least 12  
 months beginning after the latest of (i) the effective date of the  
 registration statement relating to the Registered Securities, (ii) the  
 effective date of the most recent post-effective amendment to the  
 Registration Statement to become effective prior to the date of such  
 acceptance and (iii) the date of the Issuer's most recent Annual Report on  
 Form 10-K filed with the Commission prior to the date of such acceptance,  
 which will satisfy the provisions of Section 11(a) of the Act.  
  
 (e) The Issuer will furnish to each Agent copies of the Registration  
 Statement, including all exhibits, any related preliminary prospectus, any  
 related preliminary prospectus supplement, the Prospectus and all  
 amendments and supplements to such documents (including any Pricing  
 Supplement), in each case as soon as available and in such quantities as  
 are reasonably requested.  
  
 (f) The Issuer will arrange for the qualification of the Securities  
 for sale and the determination of their eligibility for investment under  
 the laws of such jurisdictions as the Agents reasonably request and will  
 continue such qualifications in effect so long as required for the  
 distribution.  
  
 (g) So long as any Securities are outstanding, the Issuer will  
 furnish to the Agents, (i) as soon as practicable after the end of each  
 fiscal year, a copy of its annual report to stockholders for such year,  
 (ii) as soon as available, a copy of each report or definitive proxy  
 statement of the Issuer filed with the Commission  
  
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 under the Exchange Act or mailed to stockholders, and (iii) from time to  
 time, such other information concerning the Issuer as the Agents may  
 reasonably request.  
  
 (h) The Issuer will whether or not any sale of Securities is  
 consummated pay all expenses incident to the performance of its obligations  
 under this Agreement and will reimburse each Agent for any expenses  
 (including fees and disbursements of counsel) incurred by it in connection  
 with qualification of the Securities for sale and determination of their  
 eligibility for investment under the laws of such jurisdictions as such  
 Agent may designate and the printing of memoranda relating thereto, for any  
 fees charged by investment rating agencies for the rating of the  
 Securities, for filing fees, if any, of the National Association of  
 Securities Dealers, Inc. relating to the Securities, for expenses incurred  
 by each Agent in distributing the Prospectus and all supplements thereto  
 (including any Pricing Supplement), any preliminary prospectuses and any  
 preliminary prospectus supplements to such Agent, for costs incurred by  
 each Agent and consented to by the Issuer in advertising any offering of  
 Securities and for each Agent's expenses (including the reasonable fees and  
 disbursements of counsel to the Agents) incurred in connection with the  
 establishment or maintenance of the program contemplated by this Agreement  
 and/or otherwise in connection with the activities of the Agents under this  
 Agreement.  
  
 (i) Between the date of a Terms Agreement and the date of delivery of  
 such Securities, the Issuer will not offer or sell, or enter into any  
 agreement to sell, any of its debt securities of similar tenor to the  
 Securities the subject of such Terms Agreement in the United States, other  
 than sales of Securities, borrowings under the Issuer's revolving credit  
 agreements and lines of credit, the private placement of securities and  
 issuances of its commercial paper.  
  
 5. CONDITIONS OF OBLIGATIONS. The obligation of each Agent, as  
agent of the Issuer, under this Agreement at any time to solicit offers to  
purchase the Securities is subject to the accuracy, on the date hereof, on each  
Representation Date and on the date of each such solicitation, of the  
representations and warranties of the Issuer herein, to the accuracy, on each  
such date, of the statements of the Issuer's officers made pursuant to the  
provisions hereof, to the performance, on or prior to each such date, by the  
Issuer of its obligations hereunder, and to each of the following additional  
conditions precedent:  
  
  
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 (a) The Prospectus, as amended or supplemented as of any  
 Representation Date or date of such solicitation, as the case may be, shall  
 have been filed with the Commission in accordance with the Rules and  
 Regulations and no stop order suspending the effectiveness of the  
 Registration Statement or of any part thereof shall have been issued and no  
 proceedings for that purpose shall have been instituted or, to the  
 knowledge of the Issuer or any Agent, shall be contemplated by the  
 Commission.  
  
 (b) Neither the Registration Statement nor the Prospectus, as amended  
 or supplemented as of any Representation Date or date of such solicitation,  
 as the case may be, shall contain any untrue statement of fact which, in  
 the opinion of any Agent after consultation with the Issuer, is material or  
 omits to state a fact which, in the opinion of any Agent after consultation  
 with the Issuer, is material and is required to be stated therein or is  
 necessary to make the statements therein not misleading.  
  
 (c) There shall not have occurred (i) any change, or any development  
 involving a prospective change, in or affecting particularly the business  
 or properties of the Issuer or its subsidiaries which, in the judgment of  
 such Agent after consultation with the Issuer, materially impairs the  
 investment quality of the Securities, (ii) any downgrading in the rating of  
 the Issuer's debt securities by any "nationally recognized statistical  
 rating organization" (as defined for purposes of Rule 436(g) under the Act)  
 or any public announcement that any such organization has under  
 surveillance or review its rating of any debt securities of the Issuer  
 (other than an announcement with positive implications of a possible  
 upgrading, and no implication of a possible downgrading, of such rating);  
 (iii) any suspension or limitation of trading in securities generally on  
 the New York Stock Exchange, the American Stock Exchange, the National  
 Association of Securities Dealers, Inc., the Chicago Board Options  
 Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, or  
 any suspension of trading of any securities of or guaranteed by the Issuer  
 on any exchange or in the over-the-counter market; (iv) any banking  
 moratorium declared by Federal, New York or Florida authorities; or (v) any  
 outbreak or escalation of major hostilities in which the United States is  
 involved, any declaration of war by Congress or any other substantial  
 national or international calamity or emergency if, in the judgment of such  
 Agent, the effect of any such outbreak, escalation, declaration, calamity  
 or emergency makes it impractical or inadvisable to proceed with  
 solicitations of purchases of, or sales of, Securities.  
  
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 (d) At the Closing Date, and, if specified in a Terms Agreement, if  
 any, at the time of delivery of the Securities described in such Terms  
 Agreement, the Agents or the Agent purchasing such Securities (the  
 "Purchasing Agent"), as the case may be, shall have received an opinion,  
 dated the Closing Date, or such date of delivery, as the case may be, of  
 Xxxxxxx Xxxxx & Xxxxxx, P.A., counsel for the Issuer, to the effect that:  
  
 (i) the Issuer has been duly incorporated and is an existing  
 corporation in good standing under the laws of the State of Florida,  
 with corporate power and authority to own its properties and conduct  
 its business as described in the Prospectus; and the Issuer is duly  
 qualified to do business as a foreign corporation in good standing in  
 all other jurisdictions in which it owns or leases substantial  
 properties or in which the conduct of its business requires such  
 qualification;  
  
 (ii) each of the Issuer's significant subsidiaries (as defined  
 in Regulation S-X of the Rules and Regulations, hereinafter   
 "significant subsidiaries") has been duly incorporated and is validly  
 existing as a corporation under the laws of its jurisdiction of  
 incorporation with power and authority (corporate and other) to own  
 its properties and conduct its business as described in the Prospectus  
 and has been duly qualified as a foreign corporation for the  
 transaction of business and is in good standing under the laws of   
 each jurisdiction in which it owns or leases properties, or conducts  
 any business, so as to require such qualification, other than where  
 the failure to be so qualified and in good standing would not have a  
 material adverse effect on the Issuer and its subsidiaries taken as a  
 whole; and all of the issued shares of capital stock of each  
 significant subsidiary have been duly and validly authorized and  
 issued, are fully paid and non-assessable, and (except in the case of  
 foreign subsidiaries, for directors' qualifying shares) are owned  
 directly or indirectly by the Issuer, free and clear of all liens,   
 encumbrances, equities or claims;  
  
 (iii) other than as set forth or contemplated in the  
 Prospectus, to the best knowledge of such counsel, there are no legal  
 or governmental proceedings pending or threatened required to be  
 described in the Prospectus which are not described as required nor  
 are there any contracts or documents of a character required to be  
 described in the Registration Statement or the Prospectus or  
  
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 to be filed as exhibits to the Registration Statement which are not  
 described and filed as required; it being understood that such counsel  
 need express no opinion as to the financial statements or other  
 financial data contained in the Registration Statement or the  
 Prospectus;  
  
 (iv) this Agreement and any applicable Terms Agreement have been  
 duly authorized, executed and delivered by the Issuer, and, assuming  
 due authorization, execution and delivery by the Agents or Agent, as  
 the case may be, are valid and binding agreements except as rights to  
 indemnity and contribution hereunder and thereunder may be limited by  
 applicable law and except as enforceability may be limited by  
 bankruptcy, insolvency, fraudulent transfer, reorganization,  
 moratorium and other laws of general applicability relating to or  
 affecting creditors' rights and by general equity principles;  
  
 (v) the Securities have been duly authorized and, when executed  
 and authenticated in accordance with the terms of the Indenture and  
 delivered to and paid for by any purchaser of Securities sold through  
 an Agent as agent or any Agent as principal pursuant to any Terms  
 Agreement or other agreement, will constitute valid and binding  
 obligations of the Issuer entitled to the benefits provided by the  
 Indenture except as enforceability may be limited by bankruptcy,  
 insolvency, fraudulent transfer, reorganization, moratorium and other  
 laws of general applicability relating to or affecting creditors'  
 rights and by general equity principles, it being understood that such  
 counsel may (a) assume that at the time of the issuance, sale and  
 delivery of each Security the authorization of such series will not  
 have been modified or rescinded and there will not have occurred any  
 change in law affecting the validity, legally binding character or  
 enforceability of such Security, (b) assume that neither the issuance,  
 sale and delivery of any Security, nor any of the terms of such  
 Security, nor compliance by the Issuer with such terms, will violate  
 any applicable law, any agreement or instrument then binding upon the  
 Issuer or any restriction imposed by any court or governmental body  
 having jurisdiction over the Issuer, and (c) state that as of the date  
 of such opinion a judgment for money in an action based on Securities  
 denominated in foreign currencies or currency units in a Federal or  
 State court in the United States ordinarily would be enforced in the  
 United States only in United States dollars, and that the date  
  
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 used to determine the rate of conversion of the foreign currency or  
 currency unit in which a particular Security is denominated into  
 United States dollars will depend upon various factors, including  
 which court renders the judgment;  
  
 (vi) the Indenture has been duly authorized, executed and  
 delivered by the Issuer and, assuming due authorization, execution and  
 delivery by the Trustee, constitutes a valid and binding instrument of  
 the Issuer except as enforceability may be limited by bankruptcy,  
 insolvency, fraudulent transfer, reorganization, moratorium and other  
 laws of general applicability relating to or affecting creditors'  
 rights and by general equity principles; and the Indenture has been  
 duly qualified under the Trust Indenture Act;   
  
 (vii) neither the Issuer nor any of its significant subsidiaries  
 is, or with the giving of notice or lapse of time or both would be, in  
 violation of or in default under, its Articles of Incorporation or  
 Articles of Association, as the case may be, or By-Laws or any  
 indenture, mortgage, deed of trust, loan agreement or other agreement  
 or instrument known to such counsel to which the Issuer or any of such  
 subsidiaries is a party or by which it or any of them or any of their  
 respective properties is bound, except for violations and defaults  
 which individually and in the aggregate are not material to the Issuer  
 and its subsidiaries taken as a whole or to the holders of the  
 Securities; the issue and sale of the Securities and the performance  
 by the Issuer of its obligations under the Securities, the Indenture,  
 this Agreement and any applicable Terms Agreement or other agreement  
 pursuant to which an Agent purchases Securities as principal and the  
 consummation of the transactions herein and therein contemplated will  
 not conflict with or result in a breach of any of the terms or  
 provisions of, or constitute a default under, any indenture, mortgage,  
 deed of trust, loan agreement or other material agreement or  
 instrument known to such counsel to which the Issuer or any of its  
 significant subsidiaries is a party or by which the Issuer or any of  
 its significant subsidiaries is bound or to which any of the property  
 or assets of the Issuer or any of its significant subsidiaries is  
 subject, nor will any such action result in any violation of the  
 provisions of the Articles of Incorporation or the By-Laws of the  
 Issuer or any applicable law or statute or any order, rule or  
 regulation of any court or governmental agency or  
  
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 body having jurisdiction over the Issuer, its significant subsidiaries  
 or any of their respective properties;  
  
 (viii) no consent, approval, authorization, order,  
 registration or qualification of or with any court or governmental  
 agency or body is required for the issue and sale of the Securities or  
 the consummation of the other transactions contemplated by this  
 Agreement, any applicable Terms Agreement or other agreement pursuant  
 to which an Agent purchases Securities as principal, or the Indenture,  
 except such consents, approvals, authorizations, registrations or  
 qualifications as have been obtained under the Act and the Trust  
 Indenture Act and as may be required under state securities or Blue  
 Sky laws in connection with the offers and sales of the Securities  
 from the Issuer and with purchases of Securities;  
  
 (ix) the statements made in the Prospectus under the captions  
 "Description of Debt Securities" and "Description of Notes", insofar  
 as they purport to constitute a summary of the terms of documents  
 referred to therein, constitute accurate summaries of the terms of  
 such documents in all material respects (subject to the insertion in  
 the Securities of the maturity dates, interest rates and other similar  
 terms thereof, which are to be described in supplements to the  
 Prospectus).  
  
 (x) the registration statement relating to the Registered  
 Securities and the Registration Statement, as of their respective  
 effective dates, and the Prospectus, as of the Closing Date, and any  
 amendment or supplement thereto, as of its date, complied as to form  
 in all material respects with the requirements of the Act, the Trust  
 Indenture Act and the Rules and Regulations; such counsel has no  
 reason to believe that such registration statement as of its effective  
 date, the Registration Statement or the Prospectus, as of the Closing  
 Date, or any such amendment or supplement as of its date, contained  
 any untrue statement of a material fact or omitted to state any  
 material fact required to be stated therein or necessary to make the  
 statements therein not misleading; the descriptions in the  
 Registration Statement and the Prospectus of statutes, legal and  
 governmental proceedings and contracts and other documents are  
 accurate and fairly present the information required to be shown; it  
 being understood that such counsel need express no opinion as to the  
 financial  
  
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 statements or other financial data contained in the Registration  
 Statement or the Prospectus;  
  
 In rendering such opinions, such counsel may rely (A) as to matters  
 involving the application of the laws other than the laws of the United  
 States and the State of Florida, to the extent such counsel deems proper  
 and to the extent specified in such opinion, if at all, upon an opinion or  
 opinions (in form and substance reasonably satisfactory to the Agents'  
 counsel) of other counsel reasonably acceptable to the Agents' counsel,  
 familiar with the applicable laws; and (B) as to matters of fact, to the  
 extent such counsel deems proper, on certificates of responsible officers  
 of the Issuer and certificates or other written statements of officials of  
 jurisdictions having custody of documents respecting the corporate  
 existence or good standing of the Issuer. The opinion of such counsel for  
 the Issuer shall state that the opinion of any such other counsel is in  
 form satisfactory to such counsel and, in such counsel's opinion, the  
 Agents and they are justified in relying thereon. With respect to the  
 matters to be covered in subparagraphs (d)(ix) and (d)(x) above, counsel  
 may state their opinion and belief is based upon their participation in the  
 preparation of the Registration Statement and the Prospectus and any  
 amendment or supplement thereto and review and discussion of the contents  
 thereof (including the documents incorporated by reference therein) but is  
 without independent check or verification except as specified.  
  
 (e) At the Closing Date, and, if specified in a Terms Agreement, if  
 any, at the time of delivery of the Securities described in such Terms  
 Agreement, the Agents or the Purchasing Agent, as the case may be, shall  
 have received a certificate, dated the Closing Date, or such date of  
 delivery, as the case may be, of the President or any Vice President and  
 the Treasurer, a principal financial or accounting officer of the Issuer in  
 which such officers, to the best of their knowledge after reasonable  
 investigation, shall state that (i) the representations and warranties of  
 the Issuer in this Agreement are true and correct, (ii) the Issuer has  
 complied with all agreements and satisfied all conditions on its part to be  
 performed or satisfied hereunder at or prior to the Closing Date, (iii) no  
 stop order suspending the effectiveness of the Registration Statement or of  
 any part thereof has been issued and no proceedings for that purpose have  
 been instituted or, to the best knowledge of the Issuer, are contemplated  
 by the Commission, and (iv) subsequent to the date of the most recent  
 financial statements included or incorporated by reference in the  
 Prospectus, there has been no material adverse change in the financial  
  
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 position or results of operations of the Issuer and its subsidiaries,  
 except as set forth in or contemplated by the Prospectus or as described in  
 such certificate. In the case of each such certificate delivered pursuant  
 to a Terms Agreement, the statements contained in such certificate relating  
 to the Registration Statement or the Prospectus shall relate to the  
 Registration Statement or the Prospectus, as the case may be, as amended or  
 supplemented as of the date of the Issuer's acceptance of the offer to  
 purchase such Securities and as of the time of delivery of such Securities.  
  
 (f) At the Closing Date, and, if specified in a Terms Agreement, if  
 any, at the time of delivery of the Securities described in such Terms  
 Agreement, the Agents or the Purchasing Agent, as the case may be, shall  
 have received a letter, dated the Closing Date, or such date of delivery,  
 as the case may be, of Xxxxxx Xxxxxxxx LLP, confirming that they are  
 independent public accountants within the meaning of the Act and the  
 applicable published Rules and Regulations thereunder and stating in effect  
 that:  
  
 (i) In their opinion, the financial statements and schedules  
 examined by them and included in the prospectus contained in the  
 Registration Statement comply in form in all material respects with  
 the applicable accounting requirements of the Act and the related  
 published Rules and Regulations;  
  
 (ii) They have made a review of any unaudited financial  
 statements included in the Prospectus in accordance with the standards  
 established by the American Institute of Certified Public Accountants,  
 as indicated in their report or reports attached to such letter;  
  
 (iii) On the basis of the review referred to in (ii) above  
 and a reading of the latest available interim financial statements of  
 the Issuer, the reading of the minutes of the meetings of the  
 stockholders, directors and committees of the Board of Directors of  
 the Issuer, inquiries of officials of the Issuer who have  
 responsibility for financial and accounting matters and other  
 specified procedures, nothing came to their attention that caused them  
 to believe that:  
  
 (A) the unaudited financial statements, if any, included in  
 the Prospectus do not comply in form in all material respects  
 with the applicable accounting requirements of the Act and the  
 related published Rules and  
  
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 Regulations or are not in conformity with generally accepted  
 accounting principles applied on a basis substantially consistent  
 with that of the audited financial statements included in the  
 Prospectus;  
  
 (B) the unaudited capsule information, if any, included in  
 the Prospectus does not agree with the corresponding amounts set  
 forth in the unaudited consolidated financial statements from  
 which it was derived or was not determined on a basis  
 substantially consistent with that of the audited financial  
 statements included in the Prospectus;  
  
 (C) at the date of the latest available balance sheet read  
 by such accountants, or at a subsequent specified date not more  
 than five days prior to the Closing Date, or such date of  
 delivery, as the case may be, there was any change in the capital  
 stock or any increase in short-term indebtedness or long-term  
 debt of the Issuer and consolidated subsidiaries or, at the date  
 of the latest available balance sheet read by such accountants,  
 there was any decrease in consolidated shareholder's equity, as  
 compared with amounts shown on the latest balance sheet included  
 in the Prospectus; or  
  
 (D) for the period from the date of the latest income  
 statement included in the Prospectus to the closing date of the  
 latest available income statement read by such accountants there  
 were any decreases, as compared with the corresponding period of  
 the previous year, in consolidated net interest income, in the  
 consolidated income before income taxes, in the total or per  
 share amounts of net income;  
  
 except in all cases set forth in clauses (C) and (D) above for changes,  
 increases or decreases which the Prospectus discloses have occurred or may  
 occur or which are described in such letter.  
  
 All financial statements and schedules included in material  
 incorporated by reference into the Prospectus shall be deemed included in  
 the Prospectus for purposes of this subsection.  
  
 In the case of each such letter delivered pursuant to a Terms  
 Agreement, the statements contained in such letter relating to the  
 Registration Statement or the Prospectus shall relate to the Registration  
 Statement or  
  
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 the Prospectus, as the case may be, as amended or supplemented as of the  
 date of the Issuer's acceptance of the offer to purchase such Securities  
 and as of the time of delivery of such Securities.  
  
 (g) At the Closing Date and, if specified in a Terms Agreement, if  
 any, at the time of delivery of the Securities described in such Terms  
 Agreement, the Agents or the Purchasing Agent, as the case may be, shall  
 have received from Xxxxxxx Xxxxxxx & Xxxxxxxx, counsel for the Agents, such  
 opinion or opinions, dated the Closing Date, or such date of delivery, as  
 the case may be, with respect to the incorporation of the Issuer, the  
 validity of the Securities, the Registration Statement, the Prospectus and  
 other related matters as they may require, and the Issuer shall have  
 furnished to such counsel such documents as they request for the purpose of  
 enabling them to pass upon such matters. In rendering such opinion,  
 Xxxxxxx Xxxxxxx & Xxxxxxxx may rely as to the incorporation of the Issuer  
 and all other matters governed by Florida law upon the opinion of Xxxxxxx  
 Xxxxx & Xxxxxx, P.A. referred to above.  
  
 The Issuer will furnish the Agents with such conformed copies of such  
opinions, certificates, letters and documents as they reasonably request.  
  
 6. ADDITIONAL COVENANTS OF THE ISSUER. The Issuer agrees that:  
  
 (a) Each acceptance by the Issuer of an offer for the purchase of  
 Securities shall be deemed to be an affirmation that its representations  
 and warranties contained in this Agreement are true and correct at the time  
 of such acceptance and an undertaking that such representations and  
 warranties will be true and correct at the time of delivery to the  
 purchaser of the Securities relating to such acceptance as though made at  
 and as of each such time, it being understood that such representations and  
 warranties shall relate to the Registration Statement and the Prospectus as  
 amended or supplemented at each such time. Each such acceptance by the  
 Issuer of an offer for the purchase of Securities shall be deemed to  
 constitute an additional representation, warranty and agreement by the  
 Issuer that, as of the settlement date for the sale of such Securities,  
 after giving effect to the issuance of such Securities, of any other  
 Securities to be issued on or prior to such settlement date and of any  
 other Registered Securities to be issued and sold by the Issuer on or prior  
 to such settlement date, the aggregate amount of Registered Securities  
 (including any Securities) which have been issued and sold by the Issuer  
 will not exceed the amount of Registered  
  
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 Securities registered pursuant to the Registration Statement.  
  
 (b) Each time that the Registration Statement or the Prospectus shall  
 be amended or supplemented (other than by a Pricing Supplement), the Issuer  
 shall, (A) concurrently with such amendment or supplement, if such  
 amendment or supplement shall occur at a Marketing Period, or (B)  
 immediately at the next Marketing Period if such amendment or supplement  
 shall not occur at a Marketing Period, furnish the Agents with a  
 certificate, dated the date of delivery thereof, of the President or any  
 Vice President and a principal financial or accounting officer of the  
 Issuer, in form satisfactory to the Agents, to the effect that the  
 statements contained in the certificate covering the matters set forth in  
 Section 5(e) hereof which was last furnished to the Agents are true and  
 correct at the time of such amendment or supplement, as though made at and  
 as of such time or, in lieu of such certificate, a certificate of the same  
 tenor as the certificate referred to in Section 5(e); PROVIDED, HOWEVER,  
 that any certificate furnished under this Section 6(b) shall relate to the  
 Registration Statement and the Prospectus as amended or supplemented at the  
 time of delivery of such certificate and, in the case of the matters set  
 forth in clause (ii) of Section 5(e) hereof, to the time of delivery of  
 such certificate.  
  
 (c) At each Representation Date referred to in Section 6(b) on which  
 the Registration Statement or the Prospectus shall be amended or  
 supplemented, the Issuer shall, (A) concurrently if such Representation  
 Date shall occur at a Marketing Period, or (B) immediately at the next  
 Marketing Period if such Representation Date shall not occur at a Marketing  
 Period, furnish the Agents with a written opinion or opinions, dated the  
 date of such Representation Date, of counsel for the Issuer, in form  
 satisfactory to the Agents, to the effect set forth in Section 5(d) hereof;  
 PROVIDED, HOWEVER, that to the extent appropriate such opinion or opinions  
 may reconfirm matters set forth in a prior opinion delivered under Section  
 5(d) or this Section 6(c); PROVIDED FURTHER, HOWEVER, that any opinion or  
 opinions furnished under this Section 6(c) shall relate to the Registration  
 Statement and the Prospectus as amended or supplemented at such  
 Representation Date and shall state that the Securities sold in the  
 relevant Applicable Period have been duly executed, authenticated, issued  
 and delivered and constitute valid and legally binding obligations of the  
 Issuer enforceable in accordance with their terms and conform to the  
 description thereof contained in the Prospectus as amended or supplemented  
 at the relevant settlement  
  
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 date or dates for the sale of such Securities. For the purpose of this  
 Section 6(c), "Applicable Period" shall mean with respect to any opinion  
 delivered on a Representation Date the period commencing on the date of the  
 most recent prior opinion delivered under Section 5(d) or this Section 6(c)  
 and ending on such Representation Date.  
  
 (d) At each Representation Date referred to in Section 6(b) on which  
 the Registration Statement or the Prospectus shall be amended or  
 supplemented to include additional financial information, the Issuer shall  
 cause Xxxxxx Xxxxxxxx LLP, (A) concurrently if such Representation Date  
 shall occur at a Marketing Period, or (B) immediately at the next Marketing  
 Period if such Representation Date shall not occur at a Marketing Period,  
 to furnish the Agents with a letter, addressed jointly to the Issuer and  
 the Agents and dated the date of such Representation Date, in form and  
 substance satisfactory to the Agents, to the effect set forth in Section  
 5(f) hereof; PROVIDED, HOWEVER, that to the extent appropriate such letter  
 may reconfirm matters set forth in a prior letter delivered pursuant to  
 Section 5(f) or this Section 6(d); PROVIDED FURTHER, HOWEVER, that any  
 letter furnished under this Section 6(d) shall relate to the Registration  
 Statement and the Prospectus as amended or supplemented at such  
 Representation Date, with such changes as may be necessary to reflect  
 changes in the financial statements and other information derived from the  
 accounting records of the Issuer.  
  
 (e) On each settlement date for the sale of Securities, the Issuer  
 shall, if requested by an Agent, furnish such Agent with a written opinion  
 of counsel of the Issuer, dated the date of delivery thereof, in form  
 satisfactory to such Agent, to the effect set forth in clauses (i), (v) and  
 (vi) of Section 5(d) hereof; PROVIDED, HOWEVER, that any opinion furnished  
 under this Section 6(e) shall relate to the Prospectus as amended or  
 supplemented at such settlement date and shall state that the Securities  
 being sold by the Issuer on such settlement date, when delivered against  
 payment therefor as contemplated by this Agreement, will have been duly  
 executed, authenticated, issued and delivered and will constitute valid and  
 legally binding obligations of the Issuer enforceable in accordance with  
 their terms, subject only to the exceptions as to enforcement set forth in  
 clause (vi) of Section 5(d) hereof, and will conform to the description  
 thereof contained in the Prospectus as amended or supplemented at such  
 settlement date.  
  
 (f) The Issuer agrees that any obligation of a person who has agreed  
 to purchase Securities to make  
  
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 payment for and take delivery of such Securities shall be subject to (i)  
 the accuracy, on the related settlement date fixed pursuant to the  
 Procedures, of the Issuer's representation and warranty deemed to be made  
 to the Agents pursuant to the last sentence of subsection (a) of this  
 Section 6, and (ii) the satisfaction, on such settlement date, of each of  
 the conditions set forth in Sections 5(a), (b) and (c), it being understood  
 that under no circumstance shall any Agent have any duty or obligation to  
 exercise the judgment permitted under Section 5(b) or (c) on behalf of any  
 such person.  
  
 7. INDEMNIFICATION AND CONTRIBUTION. (a) The Issuer will indemnify  
and hold harmless each Agent against any losses, claims, damages or liabilities,  
joint or several, to which such Agent may become subject, under the Act or  
otherwise, insofar as such losses, claims, damages or liabilities (or actions in  
respect thereof) arise out of or are based upon any untrue statement or alleged  
untrue statement of any material fact contained in the Registration Statement,  
the Prospectus, or any amendment or supplement thereto, or any related  
preliminary prospectus or preliminary prospectus supplement, or arise out of or  
are based upon the omission or alleged omission to state therein a material fact  
required to be stated therein or necessary to make the statements therein not  
misleading, and will reimburse each Agent for any legal or other expenses  
reasonably incurred by such Agent in connection with investigating or defending  
any such loss, claim, damage, liability or action as such expenses are incurred;  
PROVIDED, HOWEVER, that the Issuer will not be liable to such Agent in any such  
case to the extent that any such loss, claim, damage or liability (or action in  
respect thereof) arises out of or is based upon an untrue statement or alleged  
untrue statement or omission or alleged omission made in any of such documents  
in reliance upon and in conformity with written information furnished to the  
Issuer by such Agent specifically for use therein.  
  
 (b) Each Agent will indemnify and hold harmless the Issuer against  
any losses, claims, damages or liabilities to which the Issuer may become  
subject, under the Act or otherwise, insofar as such losses, claims, damages or  
liabilities (or actions in respect thereof) arise out of or are based upon any  
untrue statement or alleged untrue statement of any material fact contained in  
the Registration Statement, the Prospectus or any amendment or supplement  
thereto, or any related preliminary prospectus or preliminary prospectus  
supplement, or arise out of or are based upon the omission or the alleged  
omission to state therein a material fact required to be stated therein or  
necessary to make the statements therein not misleading, in each case to the  
extent, but only to the extent, that such untrue statement or alleged untrue  
statement or omission or alleged omission was  
  
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made in reliance upon and in conformity with written information furnished to  
the Issuer by such Agent specifically for use therein, and will reimburse any  
legal or other expenses reasonably incurred by the Issuer in connection with  
investigating or defending any such loss, claim, damage, liability or action as  
such expenses are incurred.  
  
 (c) Promptly after receipt by an indemnified party under this Section  
7 of notice of the commencement of any action, such indemnified party will, if a  
claim in respect thereof is to be made against the indemnifying party under  
subsection (a) or (b) above, notify the indemnifying party in writing of the  
commencement thereof and the indemnifying party, upon request of the indemnified  
party, shall retain counsel reasonably satisfactory to the indemnified party to  
represent the indemnified party and any others the indemnifying party may  
designate in such proceeding and shall pay the fees and expenses of such counsel  
related to such proceeding. In any such proceeding, any indemnified party shall  
have the right to retain its own counsel, but the fees and expenses of such  
counsel shall be at the expense of such indemnified party unless (i) the  
indemnifying party and the indemnified party shall have mutually agreed to the  
contrary, (ii) the indemnifying party has failed within a reasonable time to  
retain counsel reasonably satisfactory to the indemnified party or (iii) the  
named parties in any such proceeding (including any impleaded parties) include  
both the indemnifying party and the indemnified party and representation of both  
parties by the same counsel would be inappropriate due to actual or potential  
differing interests between them. It is understood that the indemnifying party  
shall not, in connection with any proceeding or related proceeding in the same  
jurisdiction, be liable for the fees and expenses of more than one separate firm  
(in addition to any local counsel) for all indemnified parties, and that all  
such fees and expenses shall be reimbursed as they are incurred. Any such  
separate firm for the Agents and control persons of the Agents shall be  
designated in writing by CS First Boston Corporation or, if CS First Boston  
Corporation is not an indemnified party, by the Agents that are indemnified  
parties and any such separate firm for the Issuer, its directors, its officers  
who sign the Registration Statement and control persons of the Issuer shall be  
designated in writing by the Issuer. The indemnifying party shall not be liable  
for any settlement of any proceeding effected without its written consent, but  
if settled with such consent or if there be a final judgment for the plaintiff,  
the indemnifying party agrees to indemnify any indemnified party from and  
against any loss or liability by reason of such settlement or judgment.  
Notwithstanding the foregoing sentence, if at any time an indemnified party  
shall have requested an indemnifying party to reimburse the indemnified party  
for fees and expenses of counsel as  
  
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contemplated by the third sentence of this paragraph, the indemnifying party  
agrees that it shall be liable for any settlement of any proceeding effected  
without its written consent if (i) such settlement is entered into more than 30  
days after receipt by such indemnifying party of the aforesaid request and (ii)  
such indemnifying party shall not have reimbursed the indemnified party in  
accordance with such request prior to the date of such settlement.  
  
 (d) If the indemnification provided for in this Section 7 is  
unavailable or insufficient to hold harmless an indemnified party under  
subsection (a) or (b) above, then each indemnifying party shall contribute to  
the amount paid or payable by such indemnified party as a result of the losses,  
claims, damages or liabilities referred to in subsection (a) or (b) above (i) in  
such proportion as is appropriate to reflect the relative benefits received by  
the Issuer on the one hand and any Agent on the other from the offering pursuant  
to this Agreement of the Securities which are the subject of the action or (ii)  
if the allocation provided by clause (i) above is not permitted by applicable  
law, in such proportion as is appropriate to reflect not only the relative  
benefits referred to in clause (i) above but also the relative fault of the  
Issuer on the one hand and any Agent on the other in connection with the  
statements or omissions which resulted in such losses, claims, damages or  
liabilities as well as any other relevant equitable considerations. The  
relative benefits received by the Issuer on the one hand and any Agent on the  
other shall be deemed to be in the same proportions as the total net proceeds  
from the offering pursuant to this Agreement of the Securities which are the  
subject of the action (before deducting expenses) received by the Issuer bear to  
the total commissions (before deducting expenses) received by such Agent from  
the offering of such Securities pursuant to this Agreement. The relative fault  
shall be determined by reference to, among other things, whether the untrue or  
alleged untrue statement of a material fact or the omission or alleged omission  
to state a material fact relates to information supplied by the Issuer or such  
Agent and the parties' relative intent, knowledge, access to information and  
opportunity to correct or prevent such untrue statement or omission. The amount  
paid by an indemnified party as a result of the losses, claims, damages or  
liabilities referred to in the first sentence of this subsection (d) shall be  
deemed to include any legal or other expenses reasonably incurred by such  
indemnified party in connection with investigating or defending any action or  
claim which is the subject of this subsection (d). Notwithstanding the  
provisions of this subsection (d), no Agent shall be required to contribute any  
amount in excess of the amount by which the total price at which the Securities  
which are the subject of the action and which were distributed to the public  
through it pursuant to this Agreement or upon resale of Securities purchased by  
it from  
  
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the Issuer exceeds the amount of any damages which such Agent has otherwise been  
required to pay by reason of such untrue or alleged untrue statement or omission  
or alleged omission. No person guilty of fraudulent misrepresentation (within  
the meaning of Section 11(f) of the Act) shall be entitled to contribution from  
any person who was not guilty of such fraudulent misrepresentation. The  
obligations of each Agent in this subsection (d) to contribute are several, in  
the same proportion which the amount of the Securities which are the subject of  
the action and which were distributed to the public through such Agent pursuant  
to this Agreement bears to the total amount of such Securities distributed to  
the public through each of the Agents pursuant to this Agreement, and not joint.  
  
 (e) The obligations of the Issuer under this Section 7 shall be in  
addition to any liability which the Issuer may otherwise have and shall extend,  
upon the same terms and conditions, to each person, if any, who controls each  
Agent within the meaning of the Act; and the obligations of each Agent under  
this Section 7 shall be in addition to any liability which such Agent may  
otherwise have and shall extend, upon the same terms and conditions, to each  
director of the Issuer, to each officer of the Issuer who has signed the  
Registration Statement and to each person, if any, who controls the Issuer  
within the meaning of the Act.  
  
 (f) The Issuer will not, without the prior written consent of each  
Agent, settle or compromise or consent to the entry of any judgment in any  
pending or threatened claim, action, suit or proceeding in respect of which  
indemnification may be sought hereunder (whether or not such Agent or any person  
who controls such Agent within the meaning of Section 15 of the Act is a party  
to such claim, action, suit or proceeding), unless such settlement, compromise  
or consent includes an unconditional release of such Agent and each such  
controlling person from all liability arising out of such claim, action, suit or  
proceeding.  
  
 8. STATUS OF EACH AGENT. In soliciting offers to purchase the  
Securities from the Issuer pursuant to this Agreement and in assuming its other  
obligations hereunder (other than any obligation to purchase Securities pursuant  
to Section 3 hereof), each Agent is acting individually and not jointly and is  
acting solely as agent for the Issuer and not as principal. Each Agent will  
make reasonable efforts to assist the Issuer in obtaining performance by each  
purchaser whose offer to purchase Securities from the Issuer has been solicited  
by such Agent and accepted by the Issuer, but such Agent shall have no liability  
to the Issuer in the event any such purchase is not consummated for any reason.  
he Issuer shall default on its obligations to deliver Securities to a purchaser  
whose offer it has accepted, the Issuer (i)  
  
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shall hold the Agents harmless against any loss, claim or damage arising from or  
as a result of such default by the Issuer, and (ii) in particular, shall pay to  
the Agents any commission to which they would be entitled in connection with  
such sale.  
  
 9. SURVIVAL OF CERTAIN REPRESENTATIONS AND OBLIGATIONS. The  
respective indemnities, agreements, representations, warranties and other  
statements of the Issuer or its officers and of the Agents set forth in or made  
pursuant to this Agreement will remain in full force and effect, regardless of  
any investigation, or statement as to the results thereof, made by or on behalf  
of any Agent, the Issuer or any of their respective representatives, officers or  
directors or any controlling person and will survive delivery of and payment for  
the Securities. If this Agreement is terminated pursuant to Section 10 hereof  
or for any other reason or if for any reason the sale of Securities described in  
a confirmation or Terms Agreement referred to in Section 3 hereof by the Issuer  
to the Agent is not consummated, the Issuer shall remain responsible for the  
expenses to be paid or reimbursed by it pursuant to Section 4(h) and the  
obligations of the Issuer under Sections 4(d) and 4(g) and the respective  
obligations of the Issuer and the Agents pursuant to Section 7 shall remain in  
effect. In addition, if any such termination shall occur either (i) at a time  
when any Agent shall own any of the Securities with the intention of reselling  
them, or (ii) after the Issuer has accepted an offer to purchase Securities and  
prior to the related settlement, the obligations of the Issuer under the second  
sentence of Section 4(b), under Sections 4(a), 4(c), 4(e), 4(f) and 4(i) and, in  
the case of a termination occurring as described in (ii) above, under Sections  
3(c), 6(a), 6(e) and 6(f) and under the last sentence of Section 8, shall also  
remain in effect.  
  
 10. TERMINATION. This Agreement may be terminated for any reason at  
any time by the Issuer as to any Agent or by any such Agent insofar as this  
Agreement relates to such Agent upon the giving of one day's written notice of  
such termination to the other parties hereto. Any settlement with respect to  
Securities placed by an Agent on an agency basis occurring after termination of  
this Agreement shall be made in accordance with the Procedures and each Agent  
agrees, if requested by the Issuer, to take the steps therein provided to be  
taken by such Agent in connection with such settlement.  
  
 11. SALES OF SECURITIES DENOMINATED IN A FOREIGN CURRENCY AND INDEXED  
SECURITIES. If at any time the Issuer and any of the Agents shall determine to  
issue and sell Securities denominated in a currency or currency unit other than  
U.S. Dollars, which other currency may include a composite currency, or with  
respect to which an index is used to determine the amounts of payments of  
principal and any  
  
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premium and interest, the Issuer and any such Agent shall execute and deliver a  
supplemental agreement to this Agreement (an "Amendment") in the form attached  
hereto as Exhibit D. An Amendment shall establish, as appropriate, additions to  
and modifications of the terms of this Agreement (including the Procedures),  
which additions and modifications shall apply to the sales, whether offered on  
an agency or principal basis, of such Securities covered thereby.  
  
 12. NOTICES. Except as otherwise provided herein, all notices and  
other communications hereunder shall be in writing and shall be deemed to have  
been duly given if mailed or transmitted by any standard form of  
telecommunication to the following addresses or facsimile transmission numbers.  
Agents:  
  
CS First Xxxxxx Xxxxxxxxxxx  
Xxxx Xxxxxx Xxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
Attention: Short and Medium Term Finance Department  
Fax No. (000) 000-0000  
  
Xxxxxxx, Sachs & Co.  
00 Xxxxx Xxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
Attention: Credit Department  
 Credit Control - Medium Term notes  
Fax No. (000) 000-0000  
  
Xxxxxx Brothers  
Xxxxxx Brothers Inc. (including Xxxxxx Government  
 Securities Inc.)  
3 World Financial Center, 00xx Xxxxx  
Xxx Xxxx, Xxx Xxxx 00000-0000  
Attention: Medium Term Note Department  
Fax No. (000) 000-0000  
  
Xxxxxx Xxxxxxx & Co. Incorporated  
0000 Xxxxxx xx xxx Xxxxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
Attention: Manager, Continuously Offered  
 Products  
  
with a copy to:  
  
Xxxxxx Xxxxxxx & Co. Incorporated  
1251 Avenue of the Xxxxxxxx, 00xx Xxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
Attention: Xxxxx Xxxxxx  
  
Salomon Brothers Inc  
Seven Xxxxx Xxxxx Xxxxxx  
Xxx Xxxx, Xxx Xxxx 00000  
Attention: Medium-Term Note Department  
  
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Issuer:  
  
Xxxxxxx Xxxxx, Inc.  
00 Xxxxx Xxxxx Xxxxxx  
Xxxxxxxxxxxx, Xxxxxxx 00000  
Attention: Chief Financial Officer  
Fax No. (000) 000-0000  
  
 In the case of any party hereto, notice shall be deemed to have been  
duly given if so mailed or transmitted to such other address, facsimile  
transmission number or person as such party shall specify to each other party by  
a notice given in accordance with the provisions of this Section 12. Any such  
notice shall take effect at the time of receipt.  
  
 13. SUCCESSORS. This Agreement will inure to the benefit of and be  
binding upon the parties hereto, their respective successors, the officers and  
directors and controlling persons referred to in Section 7 and, to the extent  
provided in Section 6(f), any person who has agreed to purchase Securities from  
the Issuer, and no other person will have any right or obligation hereunder.  
  
 14. GOVERNING LAW; COUNTERPARTS. This Agreement shall be governed by  
and construed in accordance with the laws of the State of New York. This  
Agreement may be executed in counterparts and the executed counterparts shall  
together constitute a single instrument.  
  
  
  
  
  
  
  
  
  
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 If the foregoing correctly sets forth our agreement, please indicate  
your acceptance hereof in the space provided for that purpose below.  
  
 Very truly yours,  
  
  
 XXXXXXX XXXXX, INC.  
  
  
 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:  
 Title:  
  
  
CONFIRMED AND ACCEPTED, as of the  
 date first above written:  
  
  
CS FIRST BOSTON CORPORATION XXXXXX BROTHERS INC.  
By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: Name:  
 Title: Title:  
  
  
XXXXXX XXXXXXX & CO. INCORPORATED XXXXXXX, SACHS & CO.  
  
By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name: (Xxxxxxx, Xxxxx & Co.)  
 Title:  
  
 SALOMON BROTHERS INC  
  
 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 Name:  
 Title:  
  
  
  
  
  
  
  
  
  
  
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 Exhibit A  
  
  
 XXXXXXX XXXXX, INC.  
  
 MEDIUM TERM NOTES, SERIES E  
  
 TERMS AGREEMENT  
  
  
  
 \_\_\_\_\_\_\_\_\_\_\_, 199\_  
  
  
  
 Xxxxxxx Xxxxx, Inc.  
 00 Xxxxx Xxxxx Xxxxxx  
 Xxxxxxxxxxxx, Xxxxxxx 00000  
  
  
 Attention: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Re: Distribution Agreement dated  
 as of March 21, 1996 (the  
 "DISTRIBUTION AGREEMENT")  
  
 The undersigned agrees to purchase your Medium-Term Notes, Series E  
 having the following terms:  
  
 Specified Currency:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Principal Amount:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Original Issue Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Settlement Date, Time and Place:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Maturity Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Purchase Price: \_\_\_\_\_% of Principal Amount, plus  
 accrued interest, if any, from Settlement Date  
  
 Price to Public:\_\_\_\_\_\_\_% of Principal Amount, plus  
 accrued interest, if any, from Settlement Date  
  
 Redemption Date (Dates): , commencing  
  
 Initial Redemption Price:  
  
 Annual Redemption Price decrease:  
  
 Repayment Date (Dates):  
  
 Repayment Price:  
  
  
  
  
  
 Initial accrual period OID:  
  
 Original Yield to Maturity  
  
 [(For Fixed Rate Notes)  
  
 Interest Rate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Applicability of modified payment  
 upon acceleration:  
  
 If yes, state issue price:  
  
 Amortization schedule: ]  
  
 (1)[(For Floating Rate Notes)  
  
 Initial Interest Rate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Interest Rate Basis (CD, Commercial Paper, Federal Funds, LIBOR,  
 Prime, Treasury, CMT, 11th District Cost of  
 Funds, X.X. Xxxxx):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
1/ Index Maturity (30, 60, 90 days, 6 months, 1 year,  
 other):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Interest Reset Period (monthly, quarterly,  
 semiannually, annually): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Interest Payment Period (monthly, quarterly,  
 semiannually, annually):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Spread: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ points (+/-)  
  
 Spread Multiplier: \_\_\_\_\_\_\_\_\_\_\_%  
  
 Maximum Interest Rate:\_\_\_\_\_\_\_\_%  
  
 Minimum Interest Rate:\_\_\_\_\_\_\_\_%  
  
 Initial Interest Reset Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Interest Reset Dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Interest Determination Dates:\_\_\_\_\_\_\_\_\_\_  
  
 Interest Payment Dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
 Calculation Agent: ]  
  
--------------------  
1/ See Prospectus Supplement dated March 21, 1996 for explanation of terms.  
  
  
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 Other terms of Securities:  
  
 Provisions relating to underwriter  
 default, if any:  
  
 The provisions of Sections 2, 3(b) and 3(d) and 4 through 7, 9,  
 12, 13 and 14 of the Distribution Agreement and the related  
 definitions are incorporated by reference herein and shall be deemed  
 to have the same force and effect as if set forth in full herein.  
  
 This Agreement is subject to termination in our absolute  
 discretion on the terms incorporated by reference herein. If this  
 Agreement is so terminated, the provisions set forth in Section 9 of  
 the Distribution Agreement shall survive for the purposes of this  
 Agreement.  
  
 [The certificate referred to in Section 5(e) of the Distribution  
 Agreement, the opinion referred to in Section 5(d) of the Distribution  
 Agreement and the accountants' letters referred to in Section 5(f) of  
 the Distribution Agreement will be required.]  
  
 [Agent]  
  
  
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Title)  
Accepted:  
  
XXXXXXX XXXXX, INC.  
  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Title)  
  
  
  
  
  
  
  
  
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 Exhibit B  
  
  
  
 The Issuer agrees to pay the relevant Agent a commission equal to the  
following percentage of the principal amount of Securities sold to purchasers  
solicited by such Agent:  
  
  
  
 Commission  
 (percentage of  
 aggregate principal  
 amount of Securities  
 RANGE OF MATURITIES sold)  
  
From 9 months to less than 1 year. . . . . . . . . . . .125%  
  
From 1 year to less than 18 months . . . . . . . . . . .150%  
  
From 18 months to less than 2 years. . . . . . . . . . .200%  
  
From 2 years to less than 3 years. . . . . . . . . . . .250%  
  
From 3 years to less than 4 years. . . . . . . . . . . .350%  
  
From 4 years to less than 5 years. . . . . . . . . . . .450%  
  
From 5 years to less than 6 years. . . . . . . . . . . .500%  
  
From 6 years to less than 7 years. . . . . . . . . . . .550%  
  
From 7 years to less than 10 years . . . . . . . . . . .600%  
  
From 10 years to less than 15 years. . . . . . . . . . .625%  
  
From 15 years to less than 20 years. . . . . . . . . . .700%  
  
From 20 years to 30 years. . . . . . . . . . . . . . . .750%  
  
Greater than 30 years. . . . . . . . . . . . . . . . . To be negotiated at  
 the time of  
 issuance  
  
  
  
  
  
  
 Exhibit C  
  
  
 XXXXXXX XXXXX, INC.  
  
 MEDIUM-TERM NOTES, SERIES E  
 ADMINISTRATIVE PROCEDURES  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
 The Medium-Term Notes, Series E (the "Notes"), are to be offered on a  
continuous basis by Xxxxxxx Xxxxx, Inc. (the "Company"). Each of CS First  
Boston Corporation, Xxxxxxx, Sachs & Co., Xxxxxx Brothers Inc. (including Xxxxxx  
Government Securities Inc.), Xxxxxx Xxxxxxx & Co. Incorporated and Salomon  
Brothers Inc (each an "Agent") has agreed to solicit offers to purchase the  
Notes in registered form. The Notes are being sold pursuant to a Distribution  
Agreement dated as of March 21, 1996 (the "Agreement") between the Company and  
the Agents. In the Agreement, each Agent has agreed to use reasonable efforts  
to solicit purchases of the Notes. Each Agent, as principal, may purchase Notes  
for its own account and, if such Agent so elects, the Company and such Agent  
will enter into a Terms Agreement, as contemplated by the Agreement.  
  
 Notes which are subordinated in priority of payment will be issued  
pursuant to an Indenture, dated as of March 16, 1995 (the "Subordinated  
Indenture"), between the Issuer and Chemical Bank, as Trustee (the "Subordinated  
Trustee"). Notes which are senior in priority of payment will be issued  
pursuant to an Indenture, dated as of March 16, 1995 (the "Senior Indenture")  
between the Issuer and The First National Bank of Chicago, as Trustee (the  
"Senior Trustee"). The Subordinated Indenture and the Senior Indenture are  
hereinafter collectively referred to as the "Indenture". The Subordinated  
Trustee and the Senior Trustee are hereinafter collectively referred to as the  
"Trustee". The Trustees will be the Registrar, Calculation Agent,  
Authenticating Agent and Paying Agent for the Notes, and will perform the duties  
specified herein. Notes will bear interest at a fixed rate (the "Fixed Rate  
Notes"), which may be zero in the case of certain original issue discount notes  
(the "OID Notes"), or at floating rates (the "Floating Rate Notes"). Fixed Rate  
Notes may pay a level amount in respect of both interest and principal amortized  
over the life of the Notes ("Amortizing Notes"). Each Note will be represented  
by either a Global Security (as defined below) delivered to the Trustee, as  
agent for The Depository Trust Company ("DTC"), and recorded in the book-entry  
system maintained by DTC (a "Book-Entry Note") or a certificate delivered to the  
holder thereof or a person designated by such holder (a "Certificated Note").  
Except in limited circumstances, an owner of a Book-Entry Note will not be  
entitled to receive a Certificated Note.  
  
  
  
 Book-Entry Notes, which may be payable solely in U.S. dollars, will be  
issued in accordance with the administrative procedures set forth in Part I  
hereof as they may subsequently be amended as the result of changes in DTC's  
operating procedures, and Certificated Notes will be issued in accordance with  
the administrative procedures set forth in Part II hereof. Unless otherwise  
defined herein, terms defined in the Indenture or the Notes shall be used herein  
as therein defined.  
  
 PART I: ADMINISTRATIVE PROCEDURES FOR BOOK-ENTRY NOTES  
  
 In connection with the qualification of the Book-Entry Notes for  
eligibility in the book-entry system maintained by DTC, each of the Senior  
Trustee and the Subordinated Trustee will perform the custodial, document  
control and administrative functions described below, in accordance with its  
respective obligations under Letters of Representation from the Company and the  
Senior Trustee to DTC and the Company and the Subordinated Trustee to DTC, each  
dated as of the date hereof (the "Letters of Representation"), and Medium-Term  
Note Certificate Agreements between the Senior Trustee and DTC and the  
Subordinated Trustee and DTC, dated as of May 26, 1989 and December 2, 1988,  
respectively, and its obligations as a participant in DTC, including DTC's  
Same-Day Funds Settlement System ("SDFS").  
  
Issuance: On any date of settlement (as defined under "Settlement"  
 below) for one or more Book-Entry Notes, the Company will  
 issue a single global security in fully registered form  
 without coupons (a "Global Security") representing up to U.S  
 $200,000,000 principal amount of all such Notes that have  
 the same Maturity Date, redemption or repayment provisions,  
 Interest Payment Dates, Original Issue Date, original issue  
 discount provisions (if any), and, in the case of Fixed Rate  
 Notes, Interest Rate, modified payment upon acceleration (if  
 any), amortization schedule (if any) or, in the case of  
 Floating Rate Notes, Initial Interest Rate, Interest Payment  
 Dates, Interest Payment Period, Calculation Agent, Base  
 Rate, Index Maturity, Interest Reset Period, Interest Reset  
 Dates, Spread or Spread Multiplier (if any), Minimum  
 Interest Rate (if any) and Maximum Interest Rate (if any)  
 and, in each case, any other relevant terms (collectively  
 "Terms"). Each Global Security will be dated and issued as  
 of the date of its authentication by the Trustee. Each  
 Global Security will bear an "Interest Accrual Date," which  
 will be (i) with respect to an original Global Security (or  
 any portion thereof), its original issuance date and (ii)  
 with respect to any Global Security (or any portion thereof)  
 issued subsequently  
  
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 upon exchange of a Global Security, or in lieu of a  
 destroyed, lost or stolen Global Security, the most recent  
 Interest Payment Date to which interest has been paid or  
 duly provided for on the predecessor Global Security or  
 Securities (or if no such payment or provision has been  
 made, the original issuance date of the predecessor Global  
 Security), regardless of the date of authentication of such  
 subsequently issued Global Security. Book-Entry Notes may  
 only be denominated and payable in U.S. dollars. No Global  
 Security will represent (i) both Fixed Rate and Floating  
 Rate Book-Entry Notes or (ii) any Certificated Note.  
  
Identification To the extent required, the Company has arranged  
 with the CUSIP Service Bureau of Standard & Poor's  
 Corporation (the "CUSIP Service Bureau") for the reservation  
 of a series of approximately 900 CUSIP numbers (including  
 tranche numbers) for assignment to the Global Securities  
 representing the Book-Entry Notes. The Company has obtained  
 from the CUSIP Service Bureau a written list of such series  
 of reserved CUSIP numbers and has delivered to the Trustee  
 and DTC the written list of 900 CUSIP numbers of such  
 series. The Trustee will assign CUSIP numbers to Global  
 Securities as described below under Settlement Procedure  
 "B". DTC will notify the CUSIP Service Bureau periodically  
 of the CUSIP numbers that the Trustee has assigned to Global  
 Securities. At any time when fewer than 100 of the reserved  
 CUSIP numbers remain unassigned to Global Securities, the  
 Trustee shall so advise the Company and, if it deems  
 necessary, the Company will reserve additional CUSIP numbers  
 for assignment to Global Securities representing Book-Entry  
 Notes. Upon obtaining such additional CUSIP numbers, the  
 Company shall deliver a list of such additional CUSIP number  
 to the Trustee and DTC.  
  
Registration: Each Global Security will be registered in the name of Cede  
 & Co., as nominee for DTC, on the security register  
 maintained under the Indenture. The beneficial owner of a  
 Book-Entry Note (or one or more indirect participants in DTC  
 designated by such owner) will designate one or more  
 participants in DTC with respect to such Note (the  
 "Participants") to act as agent or agents for such owner in  
 connection with the book-entry system maintained by DTC and  
 DTC will record in  
  
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 book-entry form, in accordance with instructions provided by  
 such Participants, a credit balance with respect to such  
 beneficial owner in such Note in the account of such  
 Participants. The ownership interest of such beneficial  
 owner in such Note will be recorded through the records of  
 such Participants or through the separate records of such  
 Participants and one or more indirect participants in DTC.  
  
Transfers: Transfers of a Book-Entry Note will be accompanied by book  
 entries made by DTC and, in turn, by Participants (and in  
 certain cases, one or more indirect participants in DTC)  
 acting on behalf of beneficial transferors and transferees  
 of such Note.  
  
Exchanges: The Trustee may deliver to DTC and the CUSIP Service Bureau  
 at any time a written notice of consolidation specifying (i)  
 the CUSIP numbers of two or more Outstanding Global  
 Securities that represent Book-Entry Notes having the same  
 Terms and for which interest has been paid to the same date,  
 (ii) a date, occurring at least thirty days after such  
 written notice is delivered and at least thirty days before  
 the next Interest Payment Date for such Book-Entry Notes, on  
 which such Global Securities shall be exchanged for a single  
 replacement Global Security and (iii) a new CUSIP number to  
 be assigned to such replacement Global Security. Upon  
 receipt of such a notice, DTC will send to its Participants  
 (including the Trustee) a written reorganization notice to  
 the effect that such exchange will occur on such date.  
 Prior to the specified exchange date, the Trustee will  
 deliver to the CUSIP Service Bureau a written notice setting  
 forth such exchange date and the new CUSIP number and  
 stating that, as of such exchange date, the CUSIP numbers of  
 the Global Securities to be exchanged will no longer be  
 valid. On the specified exchange date, the Trustee will  
 exchange such Global Securities for a single Global Security  
 bearing the new CUSIP number and a new Interest Accrual  
 Date, and the CUSIP numbers of the exchanged Global  
 Securities will, in accordance with CUSIP Service Bureau  
 procedures, be cancelled and not immediately reassigned.  
 Notwithstanding the foregoing, if the Global Securities to  
 be exchanged exceed $200,000,000 in aggregate principal  
 amount, one Global Security will be authenticated and  
  
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 issued to represent each $200,000,000, principal amount of  
 the exchanged Global Security and an additional Global  
 Security will be authenticated and issued to represent any  
 remaining principal amount of such Global Securities (see  
 "Denominations" below).  
  
Maturities: Each Book-Entry Note will mature on a date nine months or  
 more from its date of issue.  
  
Notice of The Trustee will give notice to DTC prior to each  
Redemption and Redemption Date or Repayment Date (as specified  
Repayment Dates: in the Note), if any, at the time and in the manner set   
 forth in the Letter of Representations.  
  
Denominations: Book-Entry Notes will be issued in principal amounts of  
 $1,000 or an integral multiple of $1,000 in excess thereof.  
 Global Securities will be denominated in principal amounts  
 not in excess of $200,000,000. If one or more Book-Entry  
 Notes having an aggregate principal amount in excess of  
 $200,000,000 would, but for the preceding sentence, be  
 represented by a single Global Security, then one Global  
 Security will be issued to represent each $200,000,000  
 principal amount of such Book-Entry Note or Notes and an  
 additional Global Security will be issued to represent any  
 remaining principal amount of such Book-Entry Note or Notes.  
 In such a case, each of the Global Securities representing  
 such Book-Entry Note or Notes shall be assigned the same  
 CUSIP number.  
  
Interest: GENERAL. Interest on each Book-Entry Note will accrue from  
 the Interest Accrual Date of the Global Security  
 representing such Note. Unless otherwise specified therein,  
 each payment of interest on a Book-Entry Note will include  
 interest accrued to but excluding the Interest Payment Date.  
 Interest payable at the maturity or upon redemption or  
 repayment of a Book-Entry Note will be payable to the person  
 to whom the principal of such Note is payable. Standard &  
 Poor's Corporation will use the information received in the  
 pending deposit message described under Settlement Procedure  
 "C" below in order to include the amount of any interest  
 payable and certain other information regarding the related  
 Global Security in the appropriate weekly bond report  
 published by Standard & Poor's Corporation.  
  
  
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 RECORD DATES. The Record Date with respect to any Interest  
 Payment Date shall be the date fifteen calendar days  
 immediately preceding such Interest Payment Date.  
  
 FIXED RATE BOOK-ENTRY NOTES. Unless otherwise specified  
 pursuant to Settlement Procedure "A" below, interest  
 payments on Fixed Rate Book-Entry Notes, other than  
 Amortizing Notes, will be made semiannually on June 1 and  
 December 1 of each year, and at maturity or upon any earlier  
 redemption or repayment and principal and interest payments  
 on Book-Entry Amortizing Notes will be made semiannually on  
 June 1 and December 1 of each year or quarterly on March 1,  
 June 1, September 1 and December 1 of each year, and at  
 maturity (or any redemption or repayment date); PROVIDED,  
 HOWEVER, that in the case of a Fixed Rate Book-Entry Note  
 issued between a Record Date and an Interest Payment Date or  
 on an Interest Payment Date, the first interest payment will  
 be made on the Interest Payment Date following the next  
 succeeding Record Date. If any Interest Payment Date for a  
 Fixed Rate Book-Entry Note is not a Business Day, the  
 payment due on such day shall be made on the next succeeding  
 Business Day and no interest shall accrue on such payment  
 for the period from and after such Interest Payment Date.  
  
 FLOATING RATE BOOK-ENTRY NOTES. Interest payments will be  
 made on Floating Rate Book-Entry Notes monthly, quarterly,  
 semiannually or annually. Unless otherwise specified  
 pursuant to Settlement Procedure "A" below, interest will be  
 payable, in the case of Floating Rate Book-Entry Notes with  
 a daily, weekly or monthly Interest Reset Date, on the third  
 Wednesday of each month or on the third Wednesday of March,  
 June, September and December, as specified pursuant to  
 Settlement Procedure "A" below; in the case of Floating Rate  
 Book-Entry Notes with a quarterly Interest Reset Date, on  
 the third Wednesday of March, June, September and December  
 of each year; in the case of Floating Rate Book-Entry Notes  
 with a semiannual Interest Reset Date, on the third  
 Wednesday of the two months specified pursuant to Settlement  
 Procedure "A" below; and in the case of Floating Rate  
 Book-Entry Notes with an annual Interest Reset Date, on the  
 third Wednesday of the month specified pursuant to  
 Settlement Procedure "A" below; PROVIDED  
  
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 HOWEVER, that if an Interest Payment Date for Floating Rate  
 Book-Entry Notes would otherwise be a day that is not a  
 Business Day with respect to such Floating Rate Book-Entry  
 Notes, such Interest Payment Date will be the next  
 succeeding Business Day with respect to such Floating Rate  
 Book-Entry Notes, except in the case of a LIBOR Note if such  
 Business Day is in the next succeeding calendar month, such  
 Interest Payment Date will be the immediately preceding  
 Business Day; and PROVIDED, FURTHER, that in the case of a  
 Floating Rate Book-Entry Note issued between a Record Date  
 and the related Interest Payment Date (a "Book-Entry Gap  
 Note"), the first interest payment will be made on the  
 Interest Payment Date following the next succeeding Record  
 Date, and in such case, notwithstanding the fact that an  
 Interest Reset Date may occur prior to such Interest Payment  
 Date, the Initial Interest Rate shall remain in effect until  
 the first Interest Reset Date occurring on or subsequent to  
 such Interest Payment Date.  
  
 NOTICE OF INTEREST PAYMENT AND RECORD DATES. On the first  
 Business Day of March, June, September and December of each  
 year, the Trustee will deliver to the Company and DTC a  
 written list of Record Dates and Interest Payment Dates that  
 will occur with respect to Book-Entry Notes during the  
 six-month period beginning on such first Business Day.  
 Promptly after each date upon which interest is determined  
 for Floating Rate Notes issued in book-entry form, the  
 Calculation Agent will notify the Company, the Trustee and  
 Standard & Poor's Corporation of the interest rates  
 determined on such dates.  
  
Calculation of FIXED RATE BOOK-ENTRY NOTES. Interest on Fixed Rate  
Interest: Book-Entry Notes (including interest for partial periods)  
 will be calculated on the basis of a year of twelve   
 thirty-day months.  
  
 FLOATING RATE BOOK-ENTRY NOTES. Interest rates on Floating  
 Rate Book-Entry Notes will be determined as set forth in the  
 form of such Notes. Interest on Floating Rate Book-Entry  
 Notes will be calculated on the basis of actual days elapsed  
 and a year of 360 days, except that, in the case of Treasury  
 Rate Notes and CMT Rate Notes, interest will be calculated  
 on  
  
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 the basis of the actual number of days in the year.  
  
Payments of PAYMENTS OF INTEREST ONLY. Promptly after  
Principal and each Record Date, the Trustee will  
Interest: deliver to the Company and DTC a written notice specifying  
 by CUSIP number the amount of interest to be paid on each  
 Global Security other than an Amortizing Note on the  
 following Interest Payment Date (other than an Interest  
 Payment Date coinciding with maturity or any earlier  
 redemption or repayment date) and the total of such amounts.  
 DTC will confirm the amount payable on each such Global  
 Security on such Interest Payment Date by reference to the  
 daily bond reports published by Standard & Poor's  
 Corporation. In case of Amortizing Notes, the Trustee will  
 provide separate written notice to the Company and to DTC  
 prior to each Interest Payment Date at the time and in the  
 manner set forth in the Letter of Representation. The  
 Company will pay to the Trustee, as paying agent, the total  
 amount of interest due on such Interest Payment Date (and,  
 in the case of an Amortizing Note, principal and interest)  
 (other than at maturity), and the Trustee will pay such  
 amount to DTC at the times and in the manner set forth below  
 under "Manner of Payment."  
  
 PAYMENTS AT MATURITY OR UPON REDEMPTION OR REPAYMENT. On or  
 about the first Business Day of each month, the Trustee will  
 deliver to the Company and DTC a written list of principal  
 and interest to be paid on each Global Security other than  
 an Amortizing Note maturing either at maturity or on a  
 redemption or repayment date in the following month. The  
 Company and DTC will confirm the amounts of such principal  
 and interest payments with respect to each such Global  
 Security on or about the fifth Business Day preceding the  
 Maturity Date or redemption or repayment date of such Global  
 Security. In the case of Amortizing Notes, the Trustee will  
 provide separate written notice to the Company and to DTC  
 prior to the Maturity Date and any redemption or repayment  
 date, as the case may be, at the times and in the manner set  
 forth in the Letter of Representations. The Company will  
 pay to the Trustee, as the paying agent, the principal  
 amount of such Global Security, together with interest due  
 at such Maturity Date or redemption or repayment date. The  
 Trustee will pay such amounts to DTC at the  
  
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 times and in the manner set forth below under "Manner of  
 Payment."  
  
 PAYMENTS NOT ON BUSINESS DAYS. If any Interest Payment Date  
 or the Maturity Date or redemption or repayment date of a  
 Global Security representing Fixed Rate Book-Entry Notes is  
 not a Business Day, the payment due on such day shall be  
 made on the next succeeding Business Day and no interest  
 shall accrue on such payment for the period from and after  
 such Interest Payment Date, Maturity Date or redemption or  
 repayment date, as the case may be. If any Interest Payment  
 Date or the Maturity Date or redemption or repayment date of  
 a Global Security representing a Floating Rate Book-Entry  
 Note would otherwise fall on a day that is not a Business  
 Day, the payment due on such day shall be made on the next  
 succeeding day that is a Business Day with respect to such  
 Notes with the same effect as if such Business Day were the  
 Interest Payment Date, Maturity Date or date of redemption  
 or repayment, as the case may be, except that, in the case  
 of Book-Entry LIBOR Notes, if such Business Day is in the  
 next succeeding calendar month, such Interest Payment Date  
 or redemption or repayment date shall be the immediately  
 preceding day that is a Business Day with respect to such  
 Book-Entry LIBOR Notes. Promptly after payment to DTC of  
 the principal and interest due on the Maturity Date or  
 redemption or repayment date of such Global Security, the  
 Trustee will cancel such Global Security in accordance with  
 the terms of the Indenture and deliver it to the Company  
 with a certificate of cancellation. On the first Business  
 Day of each month, the Trustee will deliver to the Company a  
 written statement indicating the total principal amount of  
 outstanding Book-Entry Notes as of the immediately preceding  
 Business Day.  
  
 MANNER OF PAYMENT. The total amount of any principal and  
 interest due on Global Securities on any Interest Payment  
 Date or at maturity or upon redemption or repayment shall be  
 paid by the Company to the Trustee in funds available for  
 immediate use by the Trustee as of 9:30 a.m. (New York City  
 time) on such date. The Company will make such payment on  
 such Global Securities by wire transfer to the Trustee or by  
 instructing the Trustee to withdraw funds from an account  
 maintained by the Company at  
  
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 the Trustee. The Company will confirm such instructions in  
 writing to the Trustee. Prior to 10 a.m. (New York City  
 time), or as soon as possible thereafter, on each Maturity  
 Date or redemption or repayment date or, if either such date  
 is not a Business Day, as soon as possible thereafter,  
 following receipt of such funds from the Company the Trustee  
 will pay by separate wire transfer (using Fedwire message  
 entry instructions in a form previously specified by DTC) to  
 an account at the Federal Reserve Bank of New York  
 previously specified by DTC, in funds available for  
 immediate use by DTC, each payment of principal (together  
 with interest thereon) due on Global Securities on any  
 Maturity Date or redemption or repayment date. On each  
 Interest Payment Date or, if any such date is not a Business  
 Day, as soon as possible thereafter, interest payments and,  
 in the case of Amortizing Notes, interest and principal  
 payments shall be made to DTC in same day funds in  
 accordance with existing arrangements between the Trustee  
 and DTC. Thereafter on each such date, DTC will pay, in  
 accordance with its SDFS operating procedures then in  
 effect, such amounts in funds available for immediate use to  
 the respective Participants in whose names the Book-Entry  
 Notes represented by such Global Securities are recorded in  
 the book-entry system maintained by DTC. Neither the  
 Company nor the Trustee shall have any responsibility or  
 liability for the payment by DTC to such Participants of the  
 principal of and interest on the Book-Entry Notes.  
  
 WITHHOLDING TAXES. The amount of any taxes required under  
 applicable law to be withheld from any interest payment on a  
 Book-Entry Note will be determined and withheld by the  
 Participant, indirect participant in DTC or other person  
 responsible for forwarding payments directly to the  
 beneficial owner of such Note.  
  
Preparation of If any order to purchase a Book-Entry  
Pricing Note is accepted by or on behalf of Company,  
Supplement: the Company will prepare a pricing supplement (a "Pricing  
 Supplement") reflecting the terms of such Note and will  
 arrange to file such Pricing Supplement by XXXXX with the  
 Commission in accordance with the applicable paragraph of  
 Rule 424(b) under the Act and will deliver the number of  
 copies of such Pricing  
  
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 Supplement to the relevant Agent as such Agent shall request  
 by the close of business on the following Business Day. The  
 relevant Agent will cause such Pricing Supplement to be  
 delivered to the purchaser of the Note.  
  
 In each instance that a Pricing Supplement is prepared, the  
 Agent receiving such Pricing Supplement will affix the  
 Pricing Supplement to Prospectuses prior to their use.  
 Outdated Pricing Supplements, and the Prospectuses to which  
 they are attached (other than those retained for files),  
 will be destroyed.  
  
Settlement: The receipt by the Company of immediately available funds in  
 payment for a Book-Entry Note and the authentication and  
 issuance of the Global Security representing such Note shall  
 constitute "settlement" with respect to such Note. All  
 orders accepted by the Company will be settled on the fifth  
 Business Day following such acceptance pursuant to the  
 timetable for settlement set forth below unless the Company  
 and the purchaser agree to settlement on another day, which  
 shall be no earlier than the next Business Day.  
  
Settlement Settlement Procedures with regard to each  
Procedures: Book-Entry Note sold by the Company to or through an Agent  
 shall be as follows (unless otherwise specified pursuant to  
 a Terms Agreement, as defined in the Agreement):  
  
 A. The relevant Agent will advise the Company by  
 facsimile transmission or other acceptable means  
 that such Note is a Book-Entry Note and of the  
 following settlement information:  
  
 1. Principal amount.  
  
 2. Maturity Date.  
  
 3. In the case of a Fixed Rate Book-Entry Note,  
 the Interest Rate, whether such Note will pay  
 interest annually or semi-annually and  
 whether such Note is an Amortizing Note and,  
 if so, the Amortization Schedule, or, in the  
 case of a Floating Rate Book-Entry Note, the  
 Initial Interest Rate (if known at such  
 time), Interest  
  
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 Payment Date(s), Interest Payment Period,  
 Calculation Agent, Base Rate, Index Maturity,  
 Interest Reset Period, Initial Interest Reset  
 Date, Interest Reset Dates, Spread or Spread  
 Multiplier (if any), Minimum Interest Rate  
 (if any), Maximum Interest Rate (if any) and  
 the Alternate Rate Event Spread (if any).  
  
 4. Redemption or repayment provisions, if any.  
  
 5. Settlement date and time.  
  
 6. Price.  
  
 7. Agent's commission, if any,determined as  
 provided in the Agreement.  
  
 8. Net proceeds to the Company.  
  
 9. Whether the Note is an OID Note, and if it is  
 an OID Note, the total amount of OID, the  
 yield to maturity, the initial accrual period  
 OID and the applicability of Modified Payment  
 upon Acceleration (and, if so, the Issue  
 Price).  
  
 10. Any other applicable Terms.  
  
 B. The Company will advise the Trustee by facsimile  
 transmission or other acceptable means of the  
 information set forth in Settlement Procedure "A"  
 above. The Trustee will then assign a CUSIP  
 number to the Global Security representing such  
 Note and will notify the Company and the Agent of  
 such CUSIP number by telephone or electronic  
 transmission (confirmed in writing) as soon as  
 practicable.  
  
 C. The Trustee will enter a pending deposit message  
 through DTC's Participant Terminal System,  
 providing the following settlement information to  
 DTC, the relevant  
  
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 Agent and Standard & Poor's Corporation:  
  
 1. The information set forth in Settlement  
 Procedure "A".  
  
 2. The Initial Interest Payment Date for such  
 Note, the number of days by which such date  
 succeeds the related DTC Record Date (which  
 in the case of Floating Rate Notes which  
 reset daily or weekly, shall be the date five  
 calendar days immediately preceding the  
 applicable Interest Payment Date and, in the  
 case of all other Notes, shall be the Record  
 Date as defined in the Note) and, if known,  
 the amount of interest payable on such  
 Initial Interest Payment Date.  
  
 3. The CUSIP number of the Global Security  
 representing such Note.  
  
 4. Whether such Global Security will represent  
 any other Book-Entry Note (to the extent  
 known at such time) and whether such Note is  
 an Amortizing Note (by an appropriate  
 notation in the comments field of DTC's  
 Participant Terminal System).  
  
 5. The DTC participant number of the institution  
 through which the Company will hold the  
 Book-Entry Note.  
  
 D. The Trustee will complete and authenticate the  
 Global Security representing such Note in  
 accordance with the terms of the written order of  
 the Company then in effect.  
  
 E. DTC will credit such Note to the Trustee's  
 participant account at DTC.  
  
 F. The Trustee will enter an SDFS deliver order  
 through DTC's Participant Terminal System  
 instructing DTC to (i) debit such Note to the  
 Trustee's participant  
  
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 account and credit such Note to the relevant  
 Agent's participant account and (ii) debit such  
 Agent's settlement account and credit the  
 Trustee's settlement account for an amount equal  
 to the price of such Note less such Agent's  
 commission, if any. The entry of such a deliver  
 order shall constitute a representation and  
 warranty by the Trustee to DTC that (a) the Global  
 Security representing such Book-Entry Note has  
 been issued and authenticated and (b) the Trustee  
 is holding such Global Security pursuant to the  
 Medium-Term Note Certificate Agreement between the  
 Trustee and DTC.  
  
 G. Unless the relevant Agent purchased such Note as  
 principal, such Agent will enter an SDFS deliver  
 order through DTC's Participant Terminal System  
 instructing DTC (i) to debit such Note to such  
 Agent's participant account and credit such Note  
 to the participant accounts of the Participants  
 with respect to such Note and (ii) to debit the  
 settlement account of such Participants and credit  
 the settlement account of such Agent for an amount  
 equal to the price of such Note.  
  
 H. Transfers of funds in accordance with SDFS deliver  
 orders described in Settlement Procedures "F" and  
 "G" will be settled in accordance with SDFS  
 operating procedures in effect on the settlement  
 date.  
  
 I. The Trustee, upon confirming receipt of such  
 funds, will credit to the U.S. dollar account of  
 the Company maintained at a bank in New York City,  
 notified to the Trustee from time to time, in  
 funds available for immediate use in the amount  
 transferred to the Trustee, in accordance with  
 Settlement Procedure "F".  
  
 J. Unless the relevant Agent purchased such Note as  
 principal, such Agent  
  
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 will confirm the purchase of such Note to the  
 purchaser either by transmitting to the  
 Participants with respect to such Note a  
 confirmation order or orders through DTC's  
 institutional delivery system or by mailing a  
 written confirmation to such purchaser.  
  
 K. Monthly, the Trustee will send to the Company a  
 statement setting forth the principal amount of  
 Notes Outstanding as of that date under the  
 Indenture and setting forth a brief description of  
 any sales of which the Company has advised the  
 Trustee but which have not yet been settled.  
  
Settlement For sales by the Company of  
Procedures Book-Entry Notes to or through an Agent (unless  
Timetable: otherwise specified pursuant to a Terms Agreement) for  
 settlement on the first Business Day after the sale date,  
 Settlement Procedures "A" through "J" set forth above shall  
 be completed as soon as possible but not later than the  
 respective times (New York City time) set forth below:  
  
 Settlement  
 PROCEDURE TIME  
 --------- ----  
  
 A 11:00 a.m. on the sale date  
 B 12:00 noon on the sale date  
 C 2:00 p.m. on the sale date  
 D 9:00 a.m. on settlement date  
 E 10:00 a.m. on settlement date  
 F-G 2:00 p.m. on settlement date  
 H 4:45 p.m. on settlement date  
 I-J 5:00 p.m. on settlement date  
  
 If a sale is to be settled more than one Business Day after  
 the sale date, Settlement Procedures "A", "B" and "C" shall  
 be completed as soon as practicable but no later than 11:00  
 a.m., 12 noon and 2:00 p.m., respectively, on the first  
 Business Day after the sale date. If the Initial Interest  
 Rate for a Floating Rate Book-Entry Note has not been  
 determined at the time that Settlement Procedure "A" is  
 completed, Settlement Procedures "B" and "C" shall be  
 completed as soon as such rate has been determined but no  
 later than 12 noon and 2:00 p.m., respectively, on the  
 second Business Day before the settlement date. Settlement  
  
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 Procedure "H" is subject to extension in accordance with any  
 extension of Fedwire closing deadlines and in the other  
 events specified in the SDFS operating procedures in effect  
 on the settlement date. If settlement of a Book-Entry Note  
 is rescheduled or cancelled, the Trustee, after receiving  
 notice from the Company or the Agent, will deliver to DTC,  
 through DTC's Participant Terminal System, a cancellation  
 message to such effect by no later than 2:00 p.m. on the  
 Business Day immediately preceding the scheduled settlement  
 date.  
  
Failure to If the Trustee fails to enter an SDFS deliver  
Settle: order with respect to a Book-Entry Note pursuant to  
 Settlement Procedure "F", the Trustee may deliver to DTC,  
 through DTC's Participant Terminal System, as soon as  
 practicable a withdrawal message instructing DTC to debit  
 such Note to the Trustee's participant account, provided  
 that the Trustee's participant account contains a principal  
 amount of the Global Security representing such Note that is  
 at least equal to the principal amount to be debited. If a  
 withdrawal message is processed with respect to all the  
 Book-Entry Notes represented by a Global Security, the  
 Trustee will xxxx such Global Security "cancelled," make  
 appropriate entries in the Trustee's records and send such  
 cancelled Global Security to the Company. The CUSIP number  
 assigned to such Global Security shall, in accordance with  
 CUSIP Service Bureau procedures, be cancelled and not  
 immediately reassigned. If a withdrawal message is  
 processed with respect to one or more, but not all, of the  
 Book-Entry Notes represented by a Global Security, the  
 Trustee will exchange such Global Security for two Global  
 Securities, one of which shall represent such Book-Entry  
 Note or Notes and shall be cancelled immediately after  
 issuance and the other of which shall represent the  
 remaining Book-Entry Notes previously represented by the  
 surrendered Global Security and shall bear the CUSIP number  
 of the surrendered Global Security.  
  
 If the purchase price for any Book-Entry Note is not timely  
 paid to the Participants with respect to such Note by the  
 beneficial purchaser thereof (or a person, including an  
 indirect participant in DTC, acting on behalf of such  
 purchaser), such Participants and, in  
  
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 turn, the relevant Agent may enter SDFS deliver orders  
 through DTC's Participant Terminal System reversing the  
 orders entered pursuant to Settlement Procedures "F" and  
 "G", respectively. Thereafter, the Trustee will deliver the  
 withdrawal message and take the related actions described in  
 the preceding paragraph.  
  
 Notwithstanding the foregoing, upon any failure to settle  
 with respect to a Book-Entry Note, DTC may take any action  
 in accordance with its SDFS operating procedures then in  
 effect.  
  
 In the event of a failure to settle with respect to one or  
 more, but not all, of the Book-Entry Notes to have been  
 represented by a Global Security, the Trustee will provide,  
 in accordance with Settlement Procedures "D" and "F", for  
 the authentication and issuance of a Global Security  
 representing the Book-Entry Notes to be represented by such  
 Global Security and will make appropriate entries in its  
 records.  
  
Posting Rates The Company and the Agents will discuss  
by Company: from time to time the rates of interest per annum to be  
 borne by and the maturity of Securities that may be sold as  
 a result of the solicitation of offers by an Agent. The  
 Company may establish a fixed set of interest rates and  
 maturities for an offering period ("posting). If the  
 Company decides to change already posted rates, it will  
 promptly advise the Agents to suspend solicitation of offers  
 until the new posted rates have been established with the  
 Agent.  
  
  
Trustee Not To Nothing herein shall be deemed to  
Risk Funds: require the Trustee to risk or expend its own funds in  
 connection with any payments to the Company, the Agents, DTC  
 or any holders of Notes, it being understood by all parties  
 that payments made by the Trustee to the Company, the  
 Agents, DTC or any holders of Notes shall be made only to  
 the extent that funds are provided to the Trustee for such  
 purpose.  
  
  
PART II: ADMINISTRATIVE PROCEDURES FOR CERTIFICATED NOTES  
  
 The Trustee will serve as registrar in connection with the Certificated  
Notes.  
  
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Issuance: Each Certificated Note will be dated and issued as of the  
 date of its authentication by the Trustee. Each  
 Certificated Note will bear an Original Issue Date, which  
 will be (i) with respect to an original Certificated Note  
 (or any portion thereof), its original issuance date (which  
 will be the settlement date) and (ii) with respect to any  
 Certificated Note (or any portion thereof) issued  
 subsequently upon exchange of a Certificated Note, or in  
 lieu of a destroyed, lost or stolen Certificated Note, the  
 original issuance date of the predecessor Certificated Note,  
 regardless of the date of authentication of such  
 subsequently issued Certificated Note.  
  
Registration: Certificated Notes will be issued only in fully registered  
 form without coupons.  
  
Transfers and A Certificated Note may be presented  
Exchanges: for transfer or exchange at the principal corporate trust  
 office of the Trustee. Certificated Notes will be  
 exchangeable for other Certificated Notes having identical  
 terms but different authorized denominations without service  
 charge. Certificated Notes will not be exchangeable for  
 Book-Entry Notes.  
  
Maturities: Each Certificated Note will mature on a date nine months or  
 more from its date of issue.  
  
Currency: The currency denomination with respect to any Certificated  
 Note and the currency of payment of interest and principal  
 with respect to any such Certificated Note shall be as set  
 forth therein and in the applicable pricing supplement.  
  
  
Denominations: Unless otherwise provided in a Prospectus Supplement, the  
 denomination of any Certificated Note will be a minimum of  
 $1,000 (or in the case of Notes not denominated in U.S.  
 dollars, the equivalent thereof in the applicable foreign  
 currency or composite currency, rounded down to the nearest  
 1,000 units of such foreign currency or composite currency)  
 or any amount in excess thereof that is an integral multiple  
 of $1,000 (or in the case of Notes not denominated in U.S.  
 dollars, 1,000 units of such foreign currency or composite  
 currency).  
  
Interest: GENERAL. Interest on each Certificated Note will accrue  
 from the Original Issue Date of  
  
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 such Note for the first interest period and from the most  
 recent date to which interest has been paid for all  
 subsequent interest periods. Unless otherwise specified  
 therein, each payment of interest on a Certificated Note  
 will include interest accrued to but excluding the Interest  
 Payment Date.  
  
 RECORD DATES. The Record Date with respect to any Interest  
 Payment Date in respect of a Certificated Note shall be the  
 date fifteen calendar days immediately preceding such  
 Interest Payment Date.  
  
 FIXED RATE CERTIFICATED NOTES. Unless otherwise specified  
 pursuant to Settlement Procedure "A" below, interest  
 payments on Fixed Rate Certificated Notes, other than  
 Amortizing Notes, will be made semiannually on June 1 and  
 December 1 of each year, and at maturity or upon any earlier  
 redemption or repayment and principal and interest payments  
 on Certificated Amortizing Notes will be made semiannually  
 on June 1 and December 1 of each year or quarterly on March  
 1, June 1, September 1 and December 1 of each year, and at  
 maturity (or any redemption or repayment date); PROVIDED,  
 HOWEVER, that in the case of a Fixed Rate Certificated Note  
 issued between a Record Date and an Interest Payment Date or  
 on an Interest Payment Date, the first interest payment will  
 be made on the Interest Payment Date following the next  
 succeeding Record Date.  
  
 FLOATING RATE CERTIFICATED NOTES. Interest payments will be  
 made on Floating Rate Certificated Notes monthly, quarterly,  
 semiannually or annually. Unless otherwise specified  
 pursuant to Settlement Procedure "A" below, interest will be  
 payable, in the case of Floating Rate Certificated Notes  
 with a daily, weekly or monthly Interest Reset Date, on the  
 third Wednesday of each month or on the third Wednesday of  
 March, June, September and December, as specified pursuant  
 to Settlement Procedure "A" below; in the case of Floating  
 Rate Certificated Notes with a quarterly Interest Reset  
 Date, on the third Wednesday of March, June, September and  
 December of each year; in the case of Floating Rate  
 Certificated Notes with a semiannual Interest Reset Date, on  
 the third Wednesday of the two months specified pursuant to  
 Settlement Procedure "A" below; and in the case of Floating  
 Rate Certificated Notes  
  
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 with an annual Interest Reset Date, on the third Wednesday  
 of the month specified pursuant to Settlement Procedure "A"  
 below; PROVIDED, HOWEVER, that if an Interest Payment Date  
 for Floating Rate Certificated Notes would otherwise be a  
 day that is not a Business Day with respect to such Floating  
 Rate Certificated Notes, such Interest Payment Date will be  
 the next succeeding Business Day with respect to such  
 Floating Rate Certificated Notes, except in the case of a  
 LIBOR Note if such Business Day is in the next succeeding  
 calendar month, such Interest Payment Date will be the  
 immediately preceding Business Day; and PROVIDED, FURTHER,  
 that in the case of a Floating Rate Certificated Note issued  
 between a Record Date and the related Interest Payment Date  
 (a "Certificated Gap Note"), the first interest payment will  
 be made on the Interest Payment Date following the next  
 succeeding Record Date, and in such case, notwithstanding  
 the fact that an Interest Reset Date may occur prior to such  
 Interest Payment Date, the Initial Interest Rate shall  
 remain in effect until the first Interest Reset Date  
 occurring on or subsequent to such Interest Payment Date.  
  
 NOTICE OF INTEREST PAYMENT AND RECORD DATES. On the first  
 Business Day of March, June, September and December of each  
 year, the Trustee will deliver to the Company a written list  
 of Record Dates and Interest Payment Dates that will occur  
 with respect to Certificated Notes during the six-month  
 period beginning on such first Business Day. Promptly after  
 each date upon which interest is determined for Floating  
 Rate Notes issued in certificated form, the Calculation  
 Agent will notify the Company and the Trustee of the  
 interest rates determined on such dates.  
  
Calculation of FIXED RATE CERTIFICATED NOTES. Interest  
Interest: on Fixed Rate Certificated Notes (including interest for  
 partial periods) will be calculated on the basis of a year  
 of twelve thirty-day months.  
  
 FLOATING RATE CERTIFICATED NOTES. Interest rates on  
 Floating Rate Certificated Notes will be determined as set  
 forth in the form of such Notes. Interest on Floating Rate  
 Certificated Notes will be calculated on the basis of actual  
 days elapsed and a year of 360 days, except that, in the  
 case of Treasury Rate Notes and  
  
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 CMT Rate Notes, interest will be calculated on the basis of  
 the actual number of days in the year.  
  
Payments of The Company will pay to the Trustee, as  
Principal and the paying agent, the principal amount  
Interest: of each Certificated Note (other than an Amortizing Note),  
 together with interest due thereon, at its Maturity Date or  
 upon redemption or repayment of such Note in funds available  
 for immediate use by the Trustee. In the case of an  
 Amortizing Note, the Company will pay to the Trustee, as  
 paying agent, the principal amount due on such Note on such  
 date, together with interest due thereon, at its Maturity  
 Date or upon redemption or repayment of such Note in funds  
 available for immediate use by the Trustee. The Trustee  
 will pay such amount to the holder of such Note at its  
 Maturity Date or upon redemption or repayment of such Note  
 upon presentation and surrender of such Note to the Trustee.  
 Such payment, together with payment of interest due at  
 maturity or upon redemption or repayment, will be made in  
 funds available for immediate use by the holder of such  
 Note. Promptly after such presentation and surrender, the  
 Trustee will cancel such Certificated Note in accordance  
 with the terms of the Indenture and deliver it to the  
 Company with a certificate of cancellation. Unless  
 otherwise specified in the applicable Pricing Supplement,  
 all interest payments on a Certificated Note or, in the case  
 of a Certificated Amortizing Note, payments of principal and  
 interest (other than interest (or interest and principal)  
 due at maturity or upon redemption or repayment) will be  
 made by check drawn on the Trustee (or another person  
 appointed by the Trustee) and mailed by the Trustee to the  
 person entitled thereto as provided in such Note and the  
 Indenture; PROVIDED, HOWEVER, that (i) the holder of  
 $10,000,000 or more of Notes having the same Interest  
 Payment Date will be entitled to receive payment by wire  
 transfer of immediately available funds and (ii) unless  
 otherwise specified in the applicable Pricing Supplement or  
 unless alternative arrangements are made, payments on Notes  
 in a currency other than U.S. dollars will be made by wire  
 transfer of immediately available funds to an account  
 maintained by the payee with a bank located outside the  
 United States and, with respect to clauses (i) and (ii)  
 above, the holder of such  
  
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 Notes will provide the Trustee with appropriate and timely  
 wire transfer instructions.  
  
 Promptly after each Record Date, the Trustee will deliver to  
 the Company a written notice specifying the amount of  
 interest to be paid on each Certificated Note other than an  
 Amortizing Note on the following Interest Payment Date  
 (other than an Interest Payment Date coinciding with  
 maturity or any earlier redemption or repayment date) and  
 the total of such amounts. In the case of Amortizing Notes,  
 the Trustee will provide separate written notice to the  
 Company specifying the amount of interest and principal to  
 be paid on each Amortizing Note on the following Interest  
 Payment Date (other than an Interest Payment Date coinciding  
 with maturity or any earlier redemption or repayment date)  
 and the total of such amounts. Interest at maturity or upon  
 redemption or repayment will be payable to the person to  
 whom the payment of principal is payable. On or about the  
 first Business Day of each month, the Trustee will deliver  
 to the Company a written list of principal and interest, to  
 the extent ascertainable, to be paid on each Certificated  
 Note including Amortizing Notes maturing or to be redeemed  
 or repaid in the following month. The Trustee will be  
 responsible for withholding taxes on interest paid on  
 Certificated Notes as required by applicable law.  
  
 If any Interest Payment Date or the Maturity Date or  
 redemption or repayment date of a Fixed Rate Certificated  
 Note is not a Business Day, the payment due on such day  
 shall be made on the next succeeding Business Day and no  
 interest shall accrue on such payment for the period from  
 and after such Interest Payment Date, Maturity Date or  
 redemption or repayment date, as the case may be. If any  
 Interest Payment Date or the Maturity Date or redemption or  
 repayment date of a Floating Rate Certificated Note would  
 otherwise fall on a day that is not a Business Day with  
 respect to such Note, the payment due on such day shall be  
 made on the next succeeding day that is a Business Day with  
 respect to such Note with the same effect as if such  
 Business Day were the stated Interest Payment Date, Maturity  
 Date or date of redemption or repayment, as the case may be,  
 except that, in the case of Certificated LIBOR Notes, if  
 such Business Day is in the next succeeding calendar month,  
 such Interest  
  
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 Payment Date, Maturity Date or redemption or repayment date  
 shall be the immediately preceding day that is a Business  
 Day with respect to such Certificated LIBOR Notes.  
  
Preparation of If any order to purchase a Certificated  
Pricing Note is accepted by or on behalf of the  
Supplement: Company, the Company will prepare a Pricing Supplement  
 reflecting the terms of such Note and will arrange to file  
 by XXXXX such Pricing Supplement with the Commission in  
 accordance with the applicable paragraph of Rule 424(b)  
 under the Act and will deliver the number of copies of such  
 Pricing Supplement to the relevant Agent as such Agent shall  
 request by the close of business on the following Business  
 Day. The relevant Agent will cause such Pricing Supplement  
 to be delivered to the purchaser of the Note.  
  
 In each instance that a Pricing Supplement is prepared, the  
 Agent receiving such Pricing Supplement will affix the  
 Pricing Supplement to Prospectuses prior to their use.  
 Outdated Pricing Supplements, and the Prospectuses to which  
 they are attached (other than those retained for files),  
 will be destroyed.  
  
Settlement: The receipt by the Company of immediately available funds in  
 payment for an authenticated Certificated Note delivered to  
 the relevant Agent and such Agent's delivery of such Note  
 against receipt of immediately available funds shall  
 constitute "settlement" with respect to such Note. All  
 orders accepted by the Company will be settled on the fifth  
 Business Day following such acceptance pursuant to the  
 timetable for settlement set forth below unless the Company  
 and the purchaser agree to settlement on another day, which  
 shall be no earlier than the next Business Day.  
  
  
Settlement Settlement Procedures with regard to each  
Procedures: Certificated Note sold by the Company to or through an Agent  
 shall be as follows (unless otherwise specified pursuant to  
 a Terms Agreement):  
  
 A. The relevant Agent will advise the Company by  
 facsimile transmission or other acceptable means  
 that such Note is a Certificated Note and of the  
 following settlement information:  
  
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 1. Name in which such Note is to be registered  
 ("Registered Owner").  
  
 2. Address of the Registered Owner and address  
 for payment of principal and interest.  
  
 3. Taxpayer identification number of the  
 Registered Owner (if available).  
  
 4. Currency or currency unit, principal amount  
 and, if different, currency in which payments  
 of principal and interest may be made.  
  
 5. Maturity Date.  
  
 6. In the case of a Fixed Rate Certificated  
 Note, the Interest Rate, whether such Note  
 will pay interest annually or semi-annually  
 and whether such Note is an Amortizing Note  
 and, if so, the Amortization Schedule, or, in  
 the case of a Floating Rate Certificated  
 Note, the Initial Interest Rate (if known at  
 such time), Interest Payment Date(s),  
 Interest Payment Period, Calculation Agent,  
 Base Rate, Index Maturity, Interest Reset  
 Period, Initial Interest Reset Date, Interest  
 Reset Dates, Spread or Spread Multiplier (if  
 any), Minimum Interest Rate (if any), Maximum  
 Interest Rate (if any) and the Alternate Rate  
 Event Spread (if any).  
  
 7. Redemption or repayment provisions, if any.  
  
 8. Settlement date and time.  
  
 9. Price.  
  
 10. Agent's commission, if any, determined as  
 provided in the Agreement.  
  
  
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 11. Denominations.  
  
 12. Net proceeds to the Company.  
  
 13. Whether the Note is an OID Note, and if it is  
 an OID Note, the total amount of OID, the  
 yield to maturity, the initial accrual period  
 OID and the applicability of Modified Payment  
 upon Acceleration (and, if so, the Issue  
 Price).  
  
 14. Any other applicable Terms.  
  
 B. The Company will advise the Trustee by facsimile  
 transmission or other acceptable means of the  
 information set forth in Settlement Procedure "A"  
 above.  
  
 C. The Company will have delivered to the Trustee a  
 pre-printed four-ply packet for such Note, which  
 packet will contain the following documents in  
 forms that have been approved by the Company, the  
 relevant Agent and the Trustee:  
  
 1. Note with customer confirmation.  
  
 2. Stub One - For the Trustee.  
  
 3. Stub Two - For the relevant Agent.  
  
 4. Stub Three - For the Company.  
  
 D. The Trustee will complete such Note and  
 authenticate such Note and deliver it (with the  
 confirmation) and Stubs One and Two to the  
 relevant Agent, and such Agent will acknowledge  
 receipt of the Note by stamping or otherwise  
 marking Stub One and returning it to the Trustee.  
 Such delivery will be made only against such  
 acknowledgment of receipt and evidence that  
 instructions have been given by such Agent for  
 payment to the account of the Company maintained  
 at the Trustee, New York, New York (or, with  
 respect to Notes payable in a  
  
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 Specified Currency other than U.S. dollars, to an  
 account maintained at a bank selected by the  
 Company notified to the relevant Agent from time  
 to time in writing) in funds available for  
 immediate use, of an amount equal to the price of  
 such Note less such Agent's commission, if any.  
 In the event that the instructions given by such  
 Agent for payment to the account of the Company  
 are revoked, the Company will as promptly as  
 possible wire transfer to the account of such  
 Agent an amount of immediately available funds  
 equal to the amount of such payment made.  
  
 E. Unless the relevant Agent purchased such Note as  
 principal, such Agent will deliver such Note (with  
 confirmation) to the customer against payment in  
 immediately available funds. Such Agent will  
 obtain the acknowledgment of receipt of such Note  
 by retaining Stub Two.  
  
 F. The Trustee will send Stub Three to the Company by  
 first-class mail. Periodically, the Trustee will  
 also send to the Company a statement setting forth  
 the principal amount of the Notes outstanding as  
 of that date under the Indenture and setting forth  
 a brief description of any sales of which the  
 Company has advised the Trustee but which have not  
 yet been settled.  
  
Settlement For sales by the Company of Certificated Notes  
Procedures to or through an Agent (unless otherwise  
Timetables: specified pursuant to a Terms Agreement), Settlement  
 Procedures "A" through "F" set forth above shall be  
 completed on or before the respective times (New York City  
 time) set forth below:  
  
 Settlement  
 Procedure Time  
 ---------- ----  
  
 A 2:00 p.m. on day before  
 settlement date  
 B. 3:00 p.m. on day before   
 settlement date  
 C-D 2:15 p.m. on settlement date  
  
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 E 3:00 p.m. on settlement date  
 F 5:00 p.m. on settlement date  
  
Failure to If a purchaser fails to accept delivery  
Settle: of and make payment for any Certificated Note, the relevant  
 Agent will notify the Company and the Trustee by telephone  
 and return such Note to the Trustee. Upon receipt of such  
 notice, the Company will immediately wire transfer to the  
 account of such Agent an amount equal to the amount  
 previously credited thereto in respect of such Note. Such  
 wire transfer will be made on the settlement date, if  
 possible, and in any event not later than the Business Day  
 following the settlement date. If the failure shall have  
 occurred for any reason other than a default by such Agent  
 in the performance of its obligations hereunder and under  
 the Agreement, then the Company will reimburse such Agent or  
 the Trustee, as appropriate, on an equitable basis for its  
 loss of the use of the funds during the period when they  
 were credited to the account of the Company (such  
 reimbursement for loss of the use of such funds to be based  
 on the federal funds effective rate then in effect).  
 Immediately upon receipt of the Certificated Note in respect  
 of which such failure occurred, the Trustee will xxxx such  
 Note "cancelled", make appropriate entries in the Trustee's  
 records and send such Note to the Company.  
  
Posting Rates The Company and the Agents will from time  
by Company: to time discuss the rates of interest per annum to be borne  
 by and the maturity of Securities that may be sold as a  
 result of the solicitation of offers by an Agent. The  
 Company may establish a fixed set of interest rates and  
 maturities for an offering period ("posting"). If the  
 Company decides to change already posted rates, it will  
 promptly advise the Agents to suspend solicitation of offers  
 until the new posted rates have been established with the  
 Agent.  
  
Trustee Not to Nothing herein shall be deemed to  
Risk Funds: require the Trustee to risk or expend its own funds in  
 connection with any payments to the Company, the Agents or  
 any holders of Notes, it being understood by all parties  
 that payments made by the Trustee to the Company, the Agents  
 or any holders of Notes shall be made only to the extent  
 that funds are provided to the Trustee for such purpose.  
  
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 Exhibit D  
  
  
 FOREIGN CURRENCY AMENDMENT NO. \_\_\_\_\_\_\_\_\_\_\_  
 TO DISTRIBUTION AGREEMENT, DATED MARCH 21, 1996  
 AS AMENDED  
 -----------------------------------------------  
  
 [Insert Title of Foreign Currency]  
  
  
 The undersigned hereby agree that for the purposes of the issue and  
sale of Securities denominated in [title of currency or currency unit] (the  
"Applicable Foreign Currency") pursuant to the Distribution Agreement, dated  
March 21, 1996, as it may be amended (the "Distribution Agreement"), the  
following additions and modifications shall be made to the Distribution  
Agreement. The additions and modifications adopted hereby shall be of the same  
effect for the sale under the Distribution Agreement of all Securities  
denominated in the Applicable Foreign Currency, whether offered on an agency or  
principal basis, but shall be of no effect with respect to Securities  
denominated in any currency or currency unit other than the Applicable Foreign  
Currency.  
  
 Except as otherwise expressly provided herein, all terms used herein  
which are defined in the Distribution Agreement shall have the same meanings as  
in the Distribution Agreement. The terms Agent or Agents, as used in the  
Distribution Agreement, shall be deemed to refer only to the undersigned Agents  
for purposes of this Amendment.  
  
 [Insert appropriate additions and modifications to the Distribution  
Agreement, for example, to opinions of counsel, conditions to obligations and  
settlement procedures, etc., according to the customary practice of the Agents  
when acting as underwriters in offerings of the Applicable Securities.]  
  
  
\_\_\_\_\_\_\_\_\_, 19\_\_  
  
XXXXXXX XXXXX, INC.  
  
  
By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title:  
  
[Name(s) of Agent(s) participating  
in the offering of Notes in the Applicable Foreign Currency]  
  
  
By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:  
Title: