

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 8, 2021

VERISIGN, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction of Incorporation)

000-23593  
(Commission File Number)

94-3221585  
(IRS Employer Identification No.)

12061 Bluemont Way,  
Reston, Virginia  
(Address of principle executive offices)

20190  
(Zip Code)

(703) 948-3200  
(Registrant's Telephone Number, Including Area Code)

Not applicable  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 Par Value Per Share	VRSN	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

### Item 1.01. Entry Into Material Definitive Agreement.

On June 8, 2021, VeriSign, Inc. (the “Company”) completed a registered offering (the “Offering”) of \$750,000,000 aggregate principal amount of the Company’s 2.700% Senior Notes due 2031 (the “Notes”). The Offering has been registered under the Securities Act of 1933, as amended (the “Securities Act”), pursuant to a registration statement on Form S-3 (Registration No. 333-256347) of the Company (the “Registration Statement”), and the prospectus supplement dated May 24, 2021 and filed with the Securities and Exchange Commission pursuant to Rule 424(b) of the Securities Act on May 26, 2021 (the “Prospectus Supplement”).

The Notes were issued pursuant to an Indenture (the “Base Indenture”), dated as of June 8, 2021, between the Company and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture (the “Supplemental Indenture” and, together with the Base Indenture, the “Indenture”), dated as of June 8, 2021, between the Company and the Trustee. The Notes are represented by global notes, a form of which is included as an exhibit to the Supplemental Indenture.

The Notes accrue interest at a rate per annum equal to 2.700% and will mature on June 15, 2031 unless redeemed or repurchased prior to that date. Interest on the Notes will be payable semi-annually in cash in arrears on June 15 and December 15 of each year, commencing December 15, 2021. The Notes are the Company’s senior unsecured obligations and rank equally in right of payment with all of its other senior indebtedness and senior to all of its future indebtedness that is expressly subordinated in right of payment to the Notes.

The Indenture contains covenants that, among other things, restrict the Company’s ability and the ability of certain of its subsidiaries to create or assume liens, enter into sale and leaseback transactions, and restrict the Company’s ability to engage in mergers or consolidations or sell, lease or transfer all or substantially all of its property and assets, subject in each case to certain qualifications and exceptions.

Under the Indenture, the Company is required to offer to repurchase the Notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, upon the occurrence of a change of control repurchase event.

The Indenture includes customary events of default, including payment defaults and certain events of bankruptcy, insolvency, or reorganization.

Under the Indenture, the Company may redeem some or all of the Notes at any time or from time to time prior to March 15, 2031 at a specified “make-whole” premium described in the Indenture. The Company also has the option at any time or from time to time on or after March 15, 2031 to redeem the Notes, in whole or in part, at a redemption price equal to 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to the redemption date, as more fully described in the Indenture. A copy of the Base Indenture is filed as Exhibit 4.1 to this Current Report on Form 8-K, and a copy of the Supplemental Indenture is filed as Exhibit 4.2 to this Current Report on Form 8-K. The descriptions of the terms of the Base Indenture and the Supplemental Indenture in this Item 1.01 are qualified in their entirety by reference to such exhibits.

### Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<b>Exhibit No.</b>	<b>Description</b>
<a href="#">Exhibit 4.1</a>	Indenture, dated as of June 8, 2021, between VeriSign, Inc. and U.S. Bank National Association, as trustee
<a href="#">Exhibit 4.2</a>	First Supplemental Indenture, dated as of June 8, 2021, between VeriSign, Inc. and U.S. Bank National Association, as trustee
Exhibit 104	Inline XBRL for the cover page of this Current Report on Form 8-K

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

VERISIGN, INC.

/s/ Thomas C. Indelicarto

Thomas C. Indelicarto

Executive Vice President, General Counsel and Secretary

Dated: June 8, 2021

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VERISIGN, INC.  
(as Obligor)

and

U.S. BANK NATIONAL ASSOCIATION  
(as Trustee)

Indenture

Dated as of June 8, 2021

DEBT SECURITIES

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## CROSS-REFERENCE TABLE

Certain Sections of this Indenture relating to Sections 310 through 318, inclusive, of the Trust Indenture Act of 1939:

Trust Indenture Act Section:	Indenture Section:
310(a)(1)	5.09
(a)(2)	5.09
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	5.09
(b)	5.08, 5.10
311(a)	5.13
(b)	5.13
312(a)	6.01, 6.02
(b)	6.02
(c)	6.02
313(a)	6.03
(b)	6.03
(c)	6.03
(d)	6.03
314(a)	6.04
(a)(1)	6.04
(a)(2)	6.04
(a)(3)	6.04
(a)(4)	1.02, 9.04
(b)	N.A.
(c)	6.04
(c)(1)	1.02
(c)(2)	1.02
(c)(3)	N.A.
(d)	N.A.
(e)	1.02
315(a)	5.01, 5.03
(b)	5.02
(c)	5.01
(d)	5.01, 5.03
(e)	4.14
316(a)(1)(A)	4.12
(a)(1)(B)	4.13
(a)(2)	N.A.
(b)	4.08
(c)	1.04
317(a)(1)	4.03
(a)(2)	4.04
(b)	9.03
318(a)	1.07

NOTE: This reconciliation and tie shall not, for any purpose, be deemed to be a part of the Indenture.

N.A. means Not Applicable.

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THIS INDENTURE, between VeriSign, Inc., a Delaware corporation (the “Obligor”), having its principal office at 12061 Bluemont Way, Reston, Virginia 20190, and U.S. Bank National Association, as trustee (the “Trustee”), is made and entered into as of this Eighth day of June 2021.

## RECITALS OF THE OBLIGOR

WHEREAS, the Obligor has duly authorized the issuance from time to time of its debt securities in one or more series (the “Notes”) up to such principal amount or amounts as may from time to time be authorized in accordance with the terms of this Indenture and to provide, among other things, for the authentication, delivery and administration thereof, the Obligor has duly authorized the execution and delivery of this Indenture; and

WHEREAS, all things necessary to make this Indenture a valid agreement of the Obligor, in accordance with its terms, have been done.

NOW, THEREFORE:

In consideration of the premises and the purchases of the Notes by the Holders (as hereinafter defined) thereof, the Obligor and the Trustee mutually covenant and agree for the equal and proportionate benefit of the respective Holders from time to time of the Notes or any series thereof as follows:

## ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. For all purposes of this Indenture, and of any indenture supplemental hereto, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;
- (2) all other terms used herein which are defined in the Trust Indenture Act (as hereinafter defined), either directly or by reference therein, have the meanings assigned to them therein;
- (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP; and
- (4) all references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, or other subdivision.

“Act,” when used with respect to any Holder, has the meaning specified in Section 1.04.

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

“Authenticating Agent” means any Person authorized by the Trustee to authenticate Notes under Section 5.14.

“Authentication Order” has the meaning specified in Section 2.02(1).

“Bankruptcy Code” means title 11, U.S. Code, as amended, or any similar state or federal law for the relief of debtors.

“Board of Directors” means (i) the Board of Directors of the Obligor, (ii) any committee of such Board of Directors, (iii) any committee of officers of the Obligor or (iv) any officer of the Obligor, in the cases of clauses (ii)-(iv), authorized with respect to any matter to exercise the powers of the Board of Directors of the Obligor.

“Board Resolution” means a copy of a resolution certified by the secretary or an assistant secretary of the Obligor to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“Business Day” means any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which banking institutions in New York City are authorized or required by law, regulation or executive order to be closed.

“Commission” means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after the execution of this instrument such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties on such date.

“Company Order” means a written request or order, respectively, signed in the name of the Obligor by any Officer thereof and delivered to the Trustee.

“Corporate Trust Office” means the office of the Trustee in the City of New York at which at any particular time its corporate trust business shall be principally administered, which office at the date hereof is located at U.S. Bank National Association, 100 Wall Street, Suite 1600, New York, NY 10005, except that with respect to the presentation of Notes for payment or registration of transfer or exchange and with respect to the location of the Security Register, such term shall mean the office or the agency of the Trustee in said city at which at any particular time its corporate agency business shall be conducted, which office at the date hereof is located at U.S. Bank National Association, Global Corporate Trust, 950 17<sup>th</sup> St. Denver, CO 80202.

“Covenant Defeasance” has the meaning specified in Section 3.02.

“Custodian” means the Person appointed by the Obligor to act as custodian for the Depository, which Person shall be the Trustee unless and until a successor Person is appointed by the Obligor.

“Defaulted Interest” has the meaning specified in Section 2.06(2).

“Definitive Note” means a certificated Note registered in the name of the Holder thereof and issued in accordance with this Indenture.

“Depository” means with respect to the Notes of any series issuable or issued in whole or in part in global form, the Person designated as Depository for such series by the Obligor pursuant to Section 2.01 or 2.04, unless and until a successor Depository for such series shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Depository” with respect to the Notes of a series shall mean or include each Person who is then a Depository hereunder with respect to such series.

“Discharged” has the meaning specified in Section 3.02.

“DTC” has the meaning specified in Section 2.04(2).

“Event of Default” has the meaning specified in Section 4.01.

“Exchange Act” means the U.S. Securities Exchange Act of 1934 (or any successor Act), as amended, and the rules and regulations of the Commission promulgated thereunder.

“GAAP” means generally accepted accounting principles in the United States of America in effect from time to time.

“Global Note” means each Note in global form issued in accordance with this Indenture and bearing the Global Note Legend.

“Global Note Legend” means the legend set forth in Section 2.01(2)(i), which is required to be placed on all Global Notes issued pursuant to this Indenture.

“Holder” and “Holder of Notes” means a Person in whose name a Note is registered in the Security Register.

“Indebtedness” means, with respect to any Person, obligations of such Person for borrowed money (including, without limitation, indebtedness for borrowed money evidenced by notes, bonds, debentures, guarantees or similar instruments).

“Indenture” or “this Indenture” means this Indenture, as amended or supplemented from time to time.

“Interest Payment Date,” when used with respect to any Note, means the date specified in such Note on which an installment of interest on such Note is scheduled to be paid.

“Issue Date” of any Note (or portion thereof) means the earlier of (a) the date of such Note or (b) the date of any Note (or portion thereof) for which such Note was issued (directly or indirectly) on registration of transfer, exchange or substitution.

“Legal Defeasance” has the meaning specified in Section 3.02.

“Maturity,” when used with respect to any Note, means the date on which all or a portion of the principal amount Outstanding under such Note becomes due and payable, whether on the Maturity Date or by declaration of acceleration, call for redemption, or otherwise.

“Maturity Date,” when used with respect to any Note or any installment of principal thereof, means the date specified in such Note as the fixed date on which the principal of such Note or such installment of principal becomes due and payable.

“Notes” has the meaning specified in the Recitals of the Obligor on the first page of this Indenture, including any replacement Notes issued therefor in accordance with this Indenture.

“Obligor” means VeriSign, Inc., a Delaware corporation, unless and until a successor entity or assign shall have assumed the obligations of the Obligor under this Indenture and the Notes and thereafter “Obligor” shall mean such successor entity or assign.

“Officer” means the Chairman of the Board, any Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer, the Secretary, any Assistant Treasurer or any Assistant Secretary of the Obligor.

“Officer’s Certificate” means, with respect to any Person, a certificate signed on behalf of such Person by any Officer of such Person that meets the applicable requirements of this Indenture.

“Opinion of Counsel” means a written opinion from legal counsel who is acceptable to the Trustee. The counsel, if so acceptable, may be of counsel to the Obligor.

“Outstanding,” when used with respect to the Notes or any series of Notes, means, as of the date of determination, all Notes or all Notes of such series, as the case may be, theretofore authenticated and delivered under this Indenture, except:

(a) such Notes or such Notes of such series, as the case may be, theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) such Notes or such Notes of such series, as the case may be, or portions thereof, for whose payment or redemption money in the necessary amount has been theretofore deposited in trust with the Trustee or with any Paying Agent other than the Obligor, or, if the Obligor shall act as its own Paying Agent, has been set aside and segregated in trust by the Obligor; provided, in any case, that if such Notes or such Notes of such series, as the case may be, are to be redeemed prior to their Maturity Date, notice of such redemption has been duly given pursuant to any redemption provision adopted under Section 2.01 of this Indenture or provision therefor satisfactory to the Trustee has been made;

(c) such Notes or such Notes of such series, as the case may be, in exchange for or in lieu of which other Notes or other Notes of such series, as the case may be, have been authenticated and delivered pursuant to this Indenture, or which shall have been paid, in each case, pursuant to the terms of Section 2.05 (except with respect to any such Note or any such Note of such series, as the case may be, as to which proof is presented that such Note or such Note of such series, as the case may be, is held by a Person in whose hands such Notes or such Notes of such series, as the case may be, is a legal, valid, and binding obligation of the Obligor); and

(d) solely to the extent provided in Article III, Notes or Notes of such series, as the case may be, which are subject to Legal Defeasance or Covenant Defeasance as provided in Section 3.02;

provided, however, that in determining whether the Holders of the requisite principal amount of such Notes or Notes of such series, as the case may be, Outstanding have given a direction concerning the time, method and place of conducting any proceeding for any remedy available to the Trustee, or concerning the exercise of any trust or power conferred upon the Trustee under this Indenture, or concerning a consent on behalf of the Holders of the Notes or the Holders of the Notes of such series, as the case may be, to the waiver of any past default and its consequences, Notes or the Notes of such series, as the case may be, owned by the Obligor, any other obligor upon the Notes or Notes of such series, as the case may be, or any Affiliate of the Obligor or such other obligor shall be disregarded and deemed not to be Outstanding. In determining whether the Trustee shall be protected in relying upon any request, demand, authorization, direction, notice, consent, or waiver hereunder, only Notes or Notes of such series, as the case may be, which a Responsible Officer assigned to the corporate trust department of the Trustee knows to be owned by the Obligor or any other obligor upon the Notes or the Notes of such series, as the case may be, or any Affiliate of the Obligor or such other obligor shall be so disregarded.

“Paying Agent” means any Person appointed by the Obligor to distribute amounts payable by the Obligor on the Notes. The Obligor may act as its own Paying Agent. As of the date of this Indenture, the Obligor has appointed the Trustee as Paying Agent with respect to all Notes issuable hereunder.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, or government, or political subdivision thereof.

“Predecessor Notes” of any particular Note means every previous Note evidencing all or a portion of the same debt as that evidenced by such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.05 in lieu of a lost, destroyed, mutilated, or stolen Note shall be deemed to evidence the same debt as the lost, destroyed, mutilated, or stolen Note.

“Record Date” means any date as of which the Holder of a Note of any series will be determined for any purpose described herein, such determination to be made as of the close of business on such date (whether or not a Business Day) by reference to the Security Register, and in relation to a determination of a payment of an installment of interest on the Notes of any series, shall have the meaning specified in such series of Notes.

“Redemption Date” when used with respect to any Notes to be redeemed, means the date fixed for such redemption in any notice of redemption issued pursuant to any redemption provision adopted under Section 2.01 of this Indenture.

“Redemption Price” when used with respect to any Notes to be redeemed, means the price specified in any optional redemption provision pursuant to Section 2.01(1)(v)(f).

“Registrar” means the Person who maintains the Security Register, which Person shall be the Trustee unless and until a successor Registrar is appointed by the Obligor.

“Responsible Officer” when used with respect to the Trustee, means any officer of the Trustee having direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter relating to this Indenture, any other officer to whom such matter is referred because of his or her knowledge of and familiarity with the particular subject.

“Securities Act” means the Securities Act of 1933 (or any successor Act), as amended, and the rules and regulations of the Commission promulgated thereunder.

“Security Register” has the meaning specified in Section 2.04(1).

“Special Record Date” for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 2.06.

“Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of that date, owned, controlled or held by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.

“Trust Indenture Act” or “TIA” means the Trust Indenture Act of 1939, as amended, as in force as of the date hereof; provided that, with respect to every supplemental indenture executed pursuant to this Indenture, “Trust Indenture Act” or “TIA” shall mean the Trust Indenture Act of 1939, as then in effect.

“Trustee” means the Person named as the “Trustee” in the first paragraph of this instrument until a successor Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean or include each Person who is then a Trustee hereunder, and if at any time there is more than one such Person, “Trustee” as used with respect to the Notes of any series shall mean the Trustee with respect to the Notes of that series.

“U.S. Government Obligations” means (a) securities that are direct obligations of the United States of America, the payment of which is unconditionally guaranteed by the full faith and credit of the United States of America and (b) securities that are obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America, the payment of which is unconditionally guaranteed by the full faith and credit of the United States of America, and also includes depository receipts issued by a bank or trust company as custodian with respect to any of the securities described in the preceding clauses (a) and (b), and any payment of interest or principal payable under any of the securities described in the preceding clauses (a) and (b) that is held by such custodian for the account of the holder of a depository receipt, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt, or from any amount received by the custodian in respect of such securities, or from any specific payment of interest or principal payable under the securities evidenced by such depository receipt.

Section 1.02. Officer’s Certificates and Opinions. Every Officer’s Certificate, Opinion of Counsel and other certificate or opinion to be delivered to the Trustee under this Indenture with respect to any action to be taken by the Trustee shall include the following:

- (1) a statement that each individual signing such certificate or opinion has read all covenants and conditions of this Indenture relating to such proposed action, including the definitions of all applicable capitalized terms;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.03. Form of Documents Delivered to Trustee.

(1) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(2) Any certificate or opinion of an Officer of the Obligor may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, legal counsel, unless such Officer knows that any such certificate, opinion, or representation is erroneous. Any Opinion of Counsel for the Obligor may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an Officer or Officers of the Obligor, unless such counsel knows that any such certificate, opinion, or representation is erroneous.

(3) Where any Person is required to make, give, or execute two or more applications, requests, consents, certificates, statements, opinions, or other instruments under this Indenture, such instruments may, but need not, be consolidated and form a single instrument.

Section 1.04. Acts of Holders.

(1) Any request, demand, authorization, direction, notice, consent, waiver, or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments (including instruments in electronic, digital or other machine-readable form) of substantially similar tenor signed by such Holders (whether in person or through signatures in electronic, digital or other machine-readable form) or by an agent duly appointed in writing (including writings in electronic, digital or other machine-readable form); and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and (if expressly required by the applicable terms of this Indenture) to the Obligor. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 5.01 and Section 315 of the TIA) conclusive in favor of the Trustee and the Obligor, if made in the manner provided in this Section 1.04.

(2) The fact and date of the execution by any Person of any such instrument or writing referred to in this Section 1.04 may be proved in any reasonable manner which the Trustee deems sufficient and in accordance with such reasonable rules as the Trustee may determine; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section 1.04.

(3) The ownership of Notes shall for all purposes be determined by reference to the Security Register, as such register shall exist as of the applicable Record Date.

(4) If the Obligor shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other action, the Obligor may, at its option, by Board Resolution, fix in advance a Record Date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other action, but the Obligor shall have no obligation to do so. If such Record Date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other action may be given before or after such Record Date, but only the Holders of record at the close of business on such Record Date shall be deemed to be Holders for the purpose of determining whether Holders of the requisite proportion of Notes Outstanding have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other action, and for that purpose the Notes Outstanding shall be computed as of such Record Date; provided that no such authorization, agreement or consent by the Holders on such Record Date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after such Record Date.



(5) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Note shall bind each subsequent Holder of such Note, and each Holder of any Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, with respect to anything done or suffered to be done by the Trustee or the Obligor in reliance upon such action, whether or not notation of such action is made upon such Note.

Section 1.05. Notices, Etc., to Trustee and Obligor. Any request, order, authorization, direction, consent, waiver or other action to be taken by the Trustee, the Obligor or the Holders hereunder (including any Authentication Order), and any notice to be given to the Trustee or the Obligor with respect to any action taken or to be taken by the Trustee, the Obligor or the Holders hereunder, shall be sufficient if made in writing and

(1) if to be furnished or delivered to or filed with the Trustee by the Obligor or any Holder, delivered to the Trustee at its Corporate Trust Office, or at any other address hereafter furnished in writing by the Trustee to the Obligor, or

(2) if to be furnished or delivered to the Obligor by the Trustee or any Holder, and except as otherwise provided herein, mailed to the Obligor, first-class postage prepaid, at the following address: c/o VeriSign, Inc., 12061 Bluemont Way, Reston, Virginia 20190, Attention: Treasurer, or at any other address hereafter furnished in writing by the Obligor to the Trustee.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: (A) at the time delivered by hand, if personally delivered; (B) 5 business days after being deposited in the mail, postage prepaid, if mailed; (C) when receipt acknowledged, if transmitted by email or other similar means of unsecured electronic communication; and (D) the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

All notices or communications required to be made to a Holder pursuant to this Indenture must be made in writing and will be deemed to be duly sent or given in writing if mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery, to its address shown on the Register; provided, however, that a notice or communication to a Holder of a Global Note may, but need not, instead be sent pursuant to the applicable procedures of the Depositary.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Note provides for notice of any event to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given to the Depositary pursuant to the applicable procedures of the Depositary. The Trustee will not have any liability relating to the contents of any notice that it sends to any Holder pursuant to any Company Order.

If a notice or communication is mailed or sent in the manner provided above within the time prescribed, it will be deemed to have been duly given, whether or not the addressee receives it.

The Trustee shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction (each, a “Notice”), received pursuant to this Indenture by electronic transmission (including by e-mail, web portal or other electronic methods) and reasonably believed by the Trustee to be valid and the Trustee shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so, and furthermore (i) the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained directly or indirectly by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information and (ii) the Company and any other sending party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information to the Trustee, including the risk of the Trustee acting on unauthorized instructions, notices, reports or other communications or information, and the risk of interception and misuse by third parties. If the Company or other sending party elects to send the Trustee email and the Trustee in its discretion elects to act upon such instructions, the Trustee’s understanding of such instructions shall be deemed controlling.

Electronic signatures reasonably believed by the Trustee to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to the Trustee) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, the Trustee may require that a Notice in the form of an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any such electronic Notice.

Notwithstanding anything herein to the contrary, any notice to the Trustee shall be deemed given when actually received.

Section 1.06. Notice to Holders; Waiver. Where this Indenture or any Note provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise expressly provided herein or in such Note) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his or her address as it appears in the Security Register as of the applicable Record Date, if any, not later than the latest date or earlier than the earliest date prescribed by this Indenture or such Note for the giving of such notice; provided that if the Holder to which any such notice or communication is to be mailed, delivered or otherwise transmitted is a Depositary or its nominee, such notice or communication may instead be given by such other means as may be required or permitted by the procedures of such Depositary. In any case where notice to Holders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture or any Note provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or otherwise, it shall be impractical to mail notice of any event to any Holder when such notice is required to be given pursuant to any provision of this Indenture or the applicable Note, then any method of notification as shall be satisfactory to the Trustee and the Obligor shall be deemed to be sufficient for the giving of such notice.

Section 1.07. Conflict with Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with the duties that would be imposed by any of Sections 310 to 318 of the TIA, inclusive, or conflicts with any provision (an “incorporated provision”) required by or deemed to be included herein by operation of such TIA Sections, such imposed duties or incorporated provision shall control. If any provision hereof modifies or excludes any provision of the Trust Indenture Act that may be so modified or excluded, the provision hereof shall be deemed to apply to this Indenture as so modified or excluded, as the case may be.

Section 1.08. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents hereof are for convenience only and shall not affect the construction of any provision of this Indenture.

Section 1.09. Successors and Assigns. All covenants and agreements in this Indenture by the Obligor shall bind its successors and assigns, whether so expressed or not.

Section 1.10. Separability Clause. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.11. Benefits of Indenture. Nothing in this Indenture or in any Notes, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, the Authenticating Agent, the Registrar, any Paying Agent, and the Holders of Notes (or such of them as may be affected thereby), any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1.12. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of New York.

Section 1.13. Counterparts. This instrument may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of which shall together constitute but one and the same instrument.

Section 1.14. Legal Holidays. In any case where any Interest Payment Date or Redemption Date or Maturity Date shall not be a Business Day, then (notwithstanding any other provisions of this Indenture or of the Notes) payment of interest or principal (and premium, if any) need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the Interest Payment Date, the Redemption Date or Maturity Date, provided that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Maturity Date, as the case may be, to the next succeeding Business Day.

Section 1.15. No Recourse Against Others. A director, Officer, employee or stockholder, as such, of the Obligor shall not have any liability for any obligations of the Obligor under the Notes or this Indenture or for any claim based on, in respect of or by reason of such obligations or their creation. Each Holder by accepting any of the Notes waives and releases all such liability.

**ARTICLE II**  
**THE NOTES**

Section 2.01. Form and Dating.

(1) General.

(i) The Notes of each series shall be substantially in such form (not inconsistent with this Indenture) as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have imprinted or otherwise reproduced thereon such legend or legends, not inconsistent with the provisions of this Indenture, as may be required to comply with any law, stock exchange rule or DTC rule or usage or with any rules or regulations pursuant thereto, all as may, consistently herewith, be determined by the Officers executing such Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note. Each Note shall be dated the date of its authentication. The Obligor shall furnish any such legends to the Trustee in writing.

(ii) The Definitive Notes, if any, shall be printed, lithographed or engraved or produced by any combination of those methods on steel engraved borders or may be produced in any other manner, all as determined by the Officers executing such Notes, as evidenced by their execution of such Notes.

(iii) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Obligor and the Trustee, by their execution and delivery of this Indenture expressly agree to such terms and provisions and to be bound thereby. Nothing in the preceding sentence shall, however, limit the effect of the second paragraph of Section 2.02(1). However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling. All Notes of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such resolution of the Board of Directors and set forth in an Officer's Certificate, or established in any such indenture supplemental hereto.

(iv) No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Note a certificate of authentication substantially in the form provided for herein executed by the Trustee by manual signature of an authorized officer, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

(v) The aggregate principal amount of Notes which may be authenticated and delivered under this Indenture is unlimited. The Notes may be issued in one or more series. There shall be established in or pursuant to a resolution of the Board of Directors and set forth in an Officer's Certificate or established in one or more indentures supplemental hereto, prior to the issuance of Notes of any series:

(a) the title of the Notes of the series (which shall distinguish the Notes of the series from all other Notes);

(b) any limit upon the aggregate principal amount of the Notes of the series that may be authenticated and delivered under this Indenture (except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes of the series pursuant to Section 2.03, 2.04, 2.05, 8.07 or any optional redemption provision pursuant to Section 2.01(1)(v) (f));

(c) the date or dates on which the principal of the Notes of the series is payable;

(d) the rate or rates at which the Notes of the series shall bear interest, if any, or the method by which such rate shall be determined, the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable and the Record Dates, if any, for the determination of Holders to whom interest is payable;

(e) the place or places where the principal of and any premium and interest on the Notes of the series shall be payable;

(f) any optional redemption, sinking fund, or change of control put provisions;

(g) if other than the principal amount thereof, the portion of the principal amount of Notes of the series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 4.02;

(h) the Issue Date;

(i) the issue price (expressed as a percentage of the aggregate principal amount of the Notes) at which the Notes will be issued;

(j) if the Notes of the series are issuable in whole or in part in the form of Definitive Notes or as one or more Global Notes, and if so, the identity of the Depository for such Global Notes if other than DTC;

(k) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture);

(l) any additions to, deletions of or changes in the Events of Default with respect to the Notes of a particular series;

(m) any additions to, deletions of or changes in the covenants of the Obligor that apply with respect to the Notes of a particular series; and

(n) any other terms of the series (which may supplement, modify or delete any provision of this Indenture insofar as it applies to such series).

Notwithstanding Section 2.01(1)(v)(b) and unless otherwise expressly provided with respect to a series of Notes, the aggregate principal amount of a series of Notes may be increased and additional Notes of such series may be issued up to the maximum aggregate principal amount authorized with respect to such series as increased; provided that, any such additional Notes shall have identical terms as the Outstanding Notes of such series, other than, at the Obligor's option, with respect to the date of issuance, issue price, first Interest Payment Date, interest accrual date and amount of interest payable on the first Interest Payment Date applicable thereto; provided further, that any such additional Notes shall be treated as a single class with the Outstanding Notes of such series for all purposes under this Indenture.

(2) Global Notes.

(i) If the Obligor shall establish pursuant to Section 2.01(1) above that the Notes of a series or a portion thereof are to be issued in the form of one or more Global Notes, then the Obligor shall execute and upon receipt of an Authentication Order, the Trustee shall authenticate and make available for delivery one or more Global Notes that (a) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Notes of such series issued in such form and not yet cancelled, (b) shall be registered, in the name of the Depository designated for such Global Note pursuant to Section 2.04, or in the name of a nominee of such Depository, (c) shall be deposited with the Trustee, as Custodian for the Depository, and (d) shall bear a legend substantially as follows ("Global Note Legend"):

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREINAFTER.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE OBLIGOR OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

(ii) Each Depository designated pursuant to Section 2.01 or 2.04 for a Global Note must, at the time of its designation and at all times while it serves as Depository, be a clearing agency registered under the Exchange Act and any other applicable statute or regulation, provided that the Depository is required to be so registered in order to act as depository.

(iii) Any Global Note may be represented by more than one certificate. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Registrar, as provided in this Indenture.

(3) Trustee's Certificate of Authentication.

Subject to Section 5.14, the Trustee's Certificate of Authentication shall be in substantially the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION  
as Trustee

By: \_\_\_\_\_

Authorized Officer

Section 2.02. Execution and Authentication.

(1) At any time and from time to time after the execution and delivery of this Indenture, the Obligor may deliver Notes of any series executed on behalf of the Obligor by any Officer to the Trustee for authentication, and the Trustee, upon receipt of a written order of the Obligor specifying the principal amount and registered Holder of each Note and whether such Note shall be a Definitive Note or a Global Note, and signed by an Officer (the "Authentication Order") shall thereupon in accordance with the procedures acceptable to the Trustee set forth in the Authentication Order, and subject to the provisions hereof, authenticate and deliver such Notes to or upon the written order of the Obligor, without any further action by the Obligor except as set forth in this Section 2.02. The signature of any Officer on the Notes may be manual or facsimile. Typographical and other minor errors or defects in any such signature shall not affect the validity or enforceability of any Note that has been duly authenticated and delivered by the Trustee. In authenticating such Notes and accepting the additional responsibilities under this Indenture in relation to such Notes, the Trustee shall receive, and (subject to Section 5.01) shall be fully protected in relying upon:

(a) a copy of the Board Resolution relating to such series;

(b) an Officer's Certificate setting forth the form or forms and terms of the Notes of such series pursuant to Section 2.01(1)(v) or an executed supplemental indenture, if any, and the documentation required to be delivered pursuant to Section 8.06;

(c) an Officer's Certificate and prepared in accordance with Section 1.02; and

(d) an Opinion of Counsel, prepared in accordance with Section 1.02.

(2) Notes bearing the manual or facsimile signatures of individuals who were at any time on or after the date hereof the proper officers of the Obligor shall bind the Obligor, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Notes or did not hold such offices at the date of such Notes.

(3) The Notes shall be in fully registered form, without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, unless otherwise specified in the Officer's Certificate or supplemental indenture relating to a particular series of Notes.

Section 2.03. Temporary Notes. Until certificates representing Notes of a series are ready for delivery, the Obligor may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate and deliver temporary Notes of such series. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Obligor considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Obligor shall prepare and upon receipt of an Authentication Order, the Trustee shall authenticate Definitive Notes of a series in exchange for temporary Notes of such series. Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

Section 2.04. Registration, Transfer and Exchange.

(1) Securities Register. The Trustee shall keep a register of the Notes (the “Security Register”) which shall provide for the registration of such Notes, and for transfers of such Notes in accordance with information, if any, to be provided to the Trustee by the Obligor, subject to such reasonable regulations as the Trustee may prescribe. Such register shall be in written form or in any other form capable of being converted into written form within a reasonable time. At all reasonable times the information contained in such register or registers shall be available for inspection at the Corporate Trust Office of the Trustee or at such other office or agency to be maintained by the Obligor pursuant to Section 9.02.

Upon due presentation for registration of transfer of any Note at the Corporate Trust Office of the Trustee or at any other office or agency maintained by the Obligor pursuant to Section 9.02, the Obligor shall execute, and upon receipt of an Authentication Order, the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of authorized denominations, of a like aggregate principal amount, series and Maturity Date.

(2) Transfer of Global Notes. Any other provision of this Section 2.04 notwithstanding, unless and until it is exchanged in whole or in part for Definitive Notes, a Global Note representing all or a portion of the Notes of a series may not be transferred except as a whole by the Depositary to a nominee of such Depositary, or by a nominee of such Depositary to such Depositary or another nominee of such Depositary, or by such Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

The Obligor initially appoints DTC to act as Depositary with respect to the Global Notes of each series.

(3) Legends.

Each Global Note shall bear the legend specified in clause (i) of Section 2.01(2) on the face thereof.



(4) Definitive Notes.

(i) Notwithstanding any other provisions of this Indenture or the Notes, a Global Note may be exchanged for Notes of the same series registered in the names of any Person designated by the Depositary in the event that (a) the Depositary has notified the Obligor that it is unwilling or unable to continue as Depositary for such Global Note or such Depositary has ceased to be a “clearing agency” registered under the Exchange Act, at a time when the Depositary is required to be so registered in order to act as depositary, and the Obligor has not appointed a successor Depositary within 90 days of receiving such notice or of becoming aware of such cessation, (b) an Event of Default has occurred and is continuing with respect to the applicable Notes, or (c) the Obligor, in its sole discretion, determines that the applicable Notes issued in the form of Global Notes shall no longer be represented by such Global Notes as evidenced by a Company Order delivered to the Trustee. Any Global Note exchanged pursuant to clause (a) or (c) above shall be so exchanged in whole and not in part and any Global Note exchanged pursuant to clause (b) above may be exchanged in whole or from time to time in part as directed by the Depositary. Any Note issued in exchange for a Global Note of the same series or any portion thereof shall be a Global Note, provided that any such Note so issued that is registered in the name of a Person other than the Depositary or a nominee thereof shall not be a Global Note.

(ii) If at any time the Depositary for the Notes of any series notifies the Obligor that it is unwilling or unable to continue as Depositary for such Notes or if the Depositary has ceased to be a “clearing agency” registered under the Exchange Act at a time when the Depositary is required to be so registered in order to act as depositary, the Obligor may within 90 days of receiving such notice or of becoming aware of such cessation appoint a successor Depositary with respect to such Notes.

(iii) If, in accordance with this Section 2.04(4), Notes of any series in global form will no longer be represented by Global Notes, the Obligor will execute, and the Trustee, upon receipt of an Authentication Order, will authenticate and make available for delivery, Definitive Notes of such series in an aggregate principal amount equal to the principal amount of the Global Notes of such series, in exchange for such Global Notes.

(iv) If a Definitive Note is issued in exchange for any portion of a Global Note after the close of business at the office or agency where such exchange occurs on any Record Date for the payment of interest and before the opening of business at such office or agency on the next succeeding Interest Payment Date, interest shall not be payable on such Interest Payment Date in respect of such Definitive Notes, but shall be payable on such Interest Payment Date only to the Person to whom interest in respect of such portion of such Global Note is payable in accordance with the provisions of this Indenture.

(v) Definitive Notes issued in exchange for a Global Note pursuant to this Section 2.04(4) shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Upon execution and authentication, the Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. To permit registrations of transfers and exchanges, the Obligor shall execute and the Trustee (or an Authenticating Agent appointed pursuant to this Indenture) shall authenticate and make available for delivery Definitive Notes at the Registrar’s request, and upon direction of the Obligor. No service charge shall be made for any registration of transfer or exchange, but the Obligor or the Trustee may require payment of a sum sufficient to cover any transfer tax or other governmental charge payable in connection with any registration of transfer or exchange.

(vi) When Definitive Notes are presented to the Trustee with a request to register the transfer of such Definitive Notes or to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations of the same series, the Trustee shall register the transfer or make the exchange as requested if its requirements for such transaction are met; provided, however, that the Definitive Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form reasonably satisfactory to the Obligor and the Trustee, duly executed by the Holder thereof or his attorney duly authorized in writing.

(vii) At such time as all interests in Global Notes of any series have either been exchanged for Definitive Notes of such series or cancelled, such Global Notes shall be cancelled by the Trustee in accordance with the standing procedures and instructions existing between the Depositary and the Custodian. At any time prior to such cancellation, if any interest in a Global Note of any series is exchanged for Definitive Notes of such series or cancelled, the principal amount of such Global Note shall, in accordance with the standing procedures and instructions existing between the Depositary and the Custodian, be reduced and an endorsement shall be made on such Global Note, by the Trustee or the Custodian, at the direction of the Trustee, to reflect such reduction.

(5) Notwithstanding anything in this Indenture to the contrary, (i) all Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Obligor, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange, (ii) all transfers and exchanges of the Notes may be made only in accordance with the procedures set forth in this Indenture, and (iii) the transfer and exchange of a beneficial interest in a Global Note may only be effected through the Depositary in accordance with the procedures promulgated by the Depositary.

(6) The Obligor shall not be required to (i) issue, register the transfer of, or exchange any Note during a period beginning at the opening of business 10 days before the day of the mailing or providing of a notice of redemption of Notes under any optional redemption provision pursuant to Section 2.01(1)(v)(f) and ending at the close of business on the date of such mailing or (ii) register the transfer of or exchange any Note so selected for redemption in whole or in part, except, in the case of any Note to be redeemed in part, the portion thereof not to be redeemed.

(7) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Notes (including any transfers between or among the Depositary participants, members or beneficial owners in any Global Notes) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by, the terms of this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof. Neither the Obligor nor the Trustee nor any of their respective agents shall have any responsibility or liability for any act or omission of the Depositary. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to, or upon the order of, the registered Holder(s) (which shall be the Depositary or its nominee in the case of a Global Note). The rights of beneficial owners in any Global Note shall be exercised only through the Depositary subject to the procedures of the Depositary. The Trustee may rely and shall be fully protected in relying upon information furnished by the Depositary with respect to its members, participants and any beneficial owners.

Section 2.05. Mutilated, Destroyed, Lost and Stolen Notes.

(1) If (i) any mutilated Note is surrendered to the Trustee, or the Obligor and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Note and (ii) there is delivered to the Obligor and the Trustee such security and/or indemnity as may be required by them to save each of them harmless from any loss, liability or expense that they may suffer if such Note is replaced and subsequently presented or otherwise claimed for payment, then, in the absence of notice to the Obligor or the Trustee that such Note has been acquired by a protected purchaser (as such term is defined in the New York Uniform Commercial Code), the Obligor may in its discretion execute and, upon receipt of an Authentication Order, the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of like tenor, series, Maturity Date, and principal amount, bearing a number not contemporaneously Outstanding.

(2) In case any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Obligor in its discretion may, instead of issuing a new Note, pay such Note.

(3) Upon the issuance of any new Note under this Section 2.05, the Obligor may require the payment by the Holder thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

(4) Every new Note issued pursuant to this Section 2.05 in lieu of any mutilated, destroyed, lost or stolen Note shall constitute an original contractual obligation of the Obligor, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

(5) The provisions of this Section 2.05 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes.

Section 2.06. Payment of Interest; Interest Rights Preserved.

(1) Interest on any Note which is payable and is punctually paid or duly provided for on any Interest Payment Date shall, if so provided in such Note, be paid to the Person in whose name that Note (or one or more Predecessor Notes) is registered at the close of business on the applicable Record Date, notwithstanding any transfer or exchange of such Note subsequent to such Record Date and prior to such Interest Payment Date (unless, if so provided in such Note, such Interest Payment Date is also the Maturity Date, in which case such interest shall be payable to the Person to whom principal is payable).

(2) Any interest on any Note which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called “Defaulted Interest”) shall forthwith cease to be payable to the registered Holder on the applicable Record Date by virtue of his having been such Holder; and, except as hereinafter provided, such Defaulted Interest may be paid by the Obligor, at its election in each case, as provided in clause (i) or (ii) below:

(i) The Obligor may elect to make payment of any Defaulted Interest to the Persons in whose names any such Notes (or their respective Predecessor Notes) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Obligor shall notify the Trustee in a Company Order of the amount of Defaulted Interest proposed to be paid on each such Note and the date of the proposed payment, and at the same time the Obligor shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Obligor of such Special Record Date and, in the name and at the expense of the Obligor, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be delivered to the Holder of each such Note at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been delivered as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names such Notes (or their respective Predecessor Notes) are registered on such Special Record Date and shall no longer be payable pursuant to the following clause (ii).

(ii) The Obligor may make payment of any Defaulted Interest in any other lawful manner if, after notice given by the Obligor to the Trustee of the proposed payment pursuant to this clause (ii), such manner of payment shall be deemed practicable by the Trustee.

(3) If any installment of interest on any Note called for redemption pursuant to any optional redemption provision under Section 2.01(1)(v)(f) is due and payable on or prior to the Redemption Date and is not paid or duly provided for on or prior to the Redemption Date in accordance with the foregoing provisions of this Section 2.06, such interest shall be payable as part of the Redemption Price of such Notes.

(4) Interest on Notes may be paid at the office or agency maintained by the Obligor in New York City pursuant to Section 9.02 or, at the Obligor’s option, through DTC, Clearstream Banking, société anonyme, or Euroclear System to the Person entitled thereto or by such other means as may be specified in the form of such Note.

(5) Subject to the foregoing provisions of this Section 2.06 and the provisions of Section 2.04, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

Section 2.07. Persons Deemed Owners.

(1) Prior to due presentment of a Note for registration of transfer, the Obligor, the Trustee, and any agent of the Obligor or the Trustee may treat the Person in whose name any Note is registered on the Security Register as the owner of such Note for the purpose of receiving payment of principal, premium, if any, and (subject to Section 2.06) interest, and for all other purposes whatsoever, whether or not such Note is overdue and neither the Obligor, the Trustee, nor any agent of the Obligor or the Trustee shall be affected by notice to the contrary.

(2) None of the Obligor, the Trustee, any Authenticating Agent, any Paying Agent, the Registrar or any Co-Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests and each of them may act or refrain from acting without liability on any information relating to such records provided by the Depositary.

Section 2.08. Cancellation. All Notes surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The Obligor may at any time deliver to the Trustee for cancellation any Notes previously authenticated and delivered hereunder which the Obligor may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly cancelled by the Trustee. Acquisition of such Notes by the Obligor shall not operate as a redemption or satisfaction of the indebtedness represented by such Notes unless and until the same are delivered to the Trustee for cancellation. No Note shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section 2.08, except as expressly permitted by this Indenture. The Trustee shall dispose of all cancelled Notes in accordance with its customary procedures and, upon written request, deliver a certificate of such disposition to the Obligor.

Section 2.09. Computation of Interest. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, unless otherwise specified in the Officer's Certificate or supplemental indenture relating to a particular series of Notes.

Section 2.10. CUSIP Numbers. The Obligor in issuing the Notes may use "CUSIP" and "ISIN" numbers (if then generally in use), and, if so, the Trustee shall use the CUSIP or ISIN numbers, as the case may be, in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness or accuracy of the CUSIP or ISIN number, as the case may be, either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes. The Obligor will promptly notify the Trustee in writing of any change in the CUSIP or ISIN number.

**ARTICLE III  
DISCHARGE OF INDENTURE**

Section 3.01. Discharge of Indenture. This Indenture will be discharged with respect to the Notes of a series and will cease to be of further effect as to all such Notes (except as to any surviving rights of transfer or exchange of such Notes expressly provided for herein), and the Trustee, on demand of and at the expense of the Obligor, shall execute proper instruments acknowledging the discharge of this Indenture with respect to the Notes of such series, when

(1) either

(i) all Notes of such series theretofore authenticated and delivered (except (i) mutilated, lost, stolen or destroyed Notes which have been replaced or paid, as provided in Section 2.05 and (ii) Notes of such series for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Obligor and thereafter repaid to the Obligor or discharged from such trust, as provided in Section 3.05) have been delivered by the Obligor to the Trustee cancelled or for cancellation; or

(ii) all such Notes of such series not theretofore delivered to the Trustee cancelled or for cancellation:

(a) have become due and payable, or

(b) will, in accordance with their Maturity Date, become due and payable within one year, or

(c) are to be called for redemption within one year under arrangements for the giving of notice of redemption by the Trustee in the name, and at the expense, and upon a Company Order of the Obligor, and, in any of the cases described in (a) or (b) above or in this clause (c), the Obligor has irrevocably deposited or caused to be deposited with the Trustee, as trust funds in trust for the benefit of the Holders of such Notes for that purpose, U.S. dollars or non-callable U.S. Government Obligations or a combination thereof in such amounts sufficient to pay and discharge the entire indebtedness on the Notes of such series not theretofore delivered to the Trustee for cancellation, for principal of and interest and premium, if any, on the Notes of such series to the date of such deposit (in the case of Notes of such series that have become due and payable), or to the Maturity Date or the Redemption Date, as the case may be;

(2) the Obligor has paid or caused to be paid all other sums payable by it with respect to the Notes of such series under this Indenture;

(3) in the event of a deposit and defeasance under Section 3.01(1)(ii), no Event of Default or event which with notice or lapse of time would become an Event of Default has occurred and is continuing with respect to the Notes of such series on the date of such deposit; and

(4) the Obligor has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent to the discharge of this Indenture with respect to the Notes of such series have been complied with.

Notwithstanding the discharge of this Indenture with respect to the Notes of such series, the obligations of the Obligor under Section 3.01(1) and the obligations of the Obligor to the Trustee under Section 5.07 and to any Authenticating Agent under Section 5.14 shall survive, and the obligations of the Trustee under Section 3.03 and 3.05 shall survive.

Section 3.02. Defeasance and Discharge of Covenants upon Deposit of Moneys, U.S. Government Obligations. At the Obligor's option, either (a) the Obligor shall be deemed to have been Discharged (as defined below) from its obligations with respect to the Notes of any series ("Legal Defeasance") and/or (b) the Obligor shall cease to be under any obligation to comply with any term, provision or condition set forth in Sections 4.01(3) and 9.05 (and any other Sections, covenants or Events of Default applicable to such Notes that are determined pursuant to Section 2.01 to be subject to this provision) with respect to the Notes of such series at any time after the applicable conditions set forth below have been satisfied ("Covenant Defeasance"):

(1) The Obligor shall have deposited or caused to be deposited irrevocably with the Trustee, as trust funds, in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Notes of such series, an amount of money, in cash in U.S. dollars sufficient, or in non-callable U.S. Government Obligations, the principal of and interest on which, when due, will be sufficient, or a combination thereof, sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge the entire indebtedness on the Notes of such series with respect to principal, premium, if any, and accrued and unpaid interest to the date of such deposit (in the case of Notes of any series that have become due and payable), or to the Maturity Date or Redemption Date, as the case may be;

(2) No Event of Default, or event which with notice or lapse of time would become an Event of Default with respect to the Notes of such series, shall have occurred and be continuing on the date of such deposit or, with respect to an Event of Default described in Section 4.01(5), at any time in the period ending on the 91st day after the date of deposit;

(3) The Obligor shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent to the defeasance and discharge contemplated by this Section 3.02 have been complied with, and:

(i) in the case of an Opinion of Counsel relating to a Legal Defeasance, stating that:

(a) the Obligor has received from the Internal Revenue Service a ruling, or

(b) since the date hereof there has been a change in the applicable Federal income tax law, to the effect, in either case, that and based thereon such Opinion of Counsel shall confirm that the Holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same time as would have been the case if such defeasance has not occurred, which Opinion of Counsel must be based upon a ruling of the Internal Revenue Service to the same effect or a change in applicable Federal income tax law or related treasury regulations after the date of this Indenture;

(ii) in the case of an Opinion of Counsel relating to a Covenant Defeasance, stating that the deposit and defeasance contemplated by this Section 3.02 will not cause the Holders of the Notes of such series to recognize income, gain or loss for Federal income tax purposes as a result of the Obligor's exercise of its option under this Section 3.02 and such Holders will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such option had not been exercised.

If in connection with the exercise by the Obligor of any option under this Section 3.02, any series of Notes is to be redeemed, either notice of such redemption shall have been duly given pursuant to any redemption provision adopted under Section 2.01 of this Indenture.

If the Obligor exercises its option under Section 3.02(a), payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If the Obligor exercises its option under Section 3.02(b), payment of the Notes may not be accelerated because of an Event of Default specified in Section 4.01(3) and Section 4.01(7) and with respect to Section 7.01 and Section 9.05.

Notwithstanding the exercise by the Obligor of its option under Section 3.02(b) with respect to Section 7.01, the obligation of any successor entity to assume the obligations to the Trustee under Section 5.07 shall not be discharged.

"Discharged" means, as to any series of Notes, that the Obligor shall be deemed to have paid and discharged the entire indebtedness represented by, and obligations under, the Notes of such series and to have satisfied all the obligations under this Indenture relating to such series of Notes (and the Trustee, at the expense of the Obligor, shall execute proper instruments acknowledging the same), except (A) the rights of Holders of Notes of such series to receive, from the trust fund described in Section 3.01(1) above, payment of the principal of, premium, if any, and the interest, if any, on such series of Notes when such payments are due; (B) the Obligor's obligations with respect to such Notes under Sections 2.04, 2.05, 3.02(1), 3.03, and 9.02 and its obligations under Section 5.07; and (C) the rights, powers, trusts, duties and immunities of the Trustee hereunder.

Section 3.03. Application of Trust Money. All money and U.S. Government Obligations deposited with the Trustee pursuant to Section 3.01 or Section 3.02 and all proceeds of such U.S. Government Obligations and the interest thereon shall be held in trust and applied by it, in accordance with the provisions of this Indenture, to the payment, either directly or through any Paying Agent (including the Obligor acting as its own Paying Agent), as the Trustee may determine, to the Persons entitled thereto, of the principal, premium, if any, and interest, for whose payment such money and U.S. Government Obligations have been deposited with the Trustee; but such money and U.S. Government Obligations need not be segregated from other funds except to the extent required by law.

Section 3.04. Paying Agent to Repay Moneys Held. Upon the discharge of this Indenture or a Legal Defeasance, in each case, with respect to the Notes of a series, all moneys then held by any Paying Agent under the provisions of this Indenture with respect to such Notes (other than the Trustee) shall, upon demand of the Obligor, be repaid to it or paid to the Trustee, and thereupon such Paying Agent shall be released from all further liability with respect to such moneys.



Section 3.05. Return of Unclaimed Amounts. Subject to applicable abandoned property laws, any amounts deposited with or paid to the Trustee or any Paying Agent for payment of the principal of, premium, if any, or interest on any series of Notes or then held by the Obligor, in trust for the payment of the principal of, premium, if any, or interest on any series of Notes and not applied but remaining unclaimed by the Holders of such series of Notes for two years after the date upon which the principal of, premium, if any, or interest on such series of Notes, as the case may be, shall have become due and payable, shall be repaid to the Obligor by the Trustee on demand of the Obligor and after receiving a Company Order from the Obligor or (if then held by the Obligor) shall be discharged from such trust; and the Holder of any Notes of such series shall thereafter, as an unsecured general creditor, look only to the Obligor for any payment which such Holder may be entitled to collect (until such time as such unclaimed amounts shall escheat, if at all, to any applicable jurisdiction) and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Obligor as trustee thereof, shall thereupon cease.

Section 3.06. Reinstatement. If the Trustee or any Paying Agent is unable to apply any money in accordance with Section 3.03 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Obligor's obligations under this Indenture and the Holders of Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 3.01 until such time as the Trustee or such Paying Agent is permitted to apply all such money in accordance with Section 3.03.

#### **ARTICLE IV REMEDIES**

Section 4.01. Events of Default. "Event of Default," wherever used herein, means with respect to Notes of any series, any of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the payment of any principal of or premium, if any, on the Notes of such series when due (whether at Maturity, upon optional redemption or otherwise);

(2) default in the payment of any interest on any Note of such series, when it becomes due and payable, and continuance of such default for a period of 30 days;

(3) default in the performance, or breach, of any covenant, warranty or agreement (other than a default or breach under Section 7.01) of the Obligor under this Indenture in respect of the Notes of such series, and continuance of such default or breach for a period of 60 days after a Notice of Default (as defined below) is given to the Obligor;

(4) a default in the performance, or breach, of the Obligor's obligations under Section 7.01;

(5) the entry of an order for relief against the Obligor under the Bankruptcy Code by a court having jurisdiction in the premises or a decree or order by a court having jurisdiction in the premises adjudging the Obligor as bankrupt or insolvent under any other applicable Federal or state law, or the entry of a decree or order approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Obligor under the Bankruptcy Code or any other applicable Federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Obligor or of any substantial part of their respective properties, or ordering the winding up or liquidation of their respective affairs, and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days;

(6) the consent by the Obligor to the institution of bankruptcy or insolvency proceedings against any of them, or the filing by the Obligor of a petition or answer or consent seeking reorganization or relief under the Bankruptcy Code or any other applicable Federal or state law, or the consent by the Obligor to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Obligor or of any substantial part of their respective properties, or the making by the Obligor of an assignment for the benefit of creditors, or the admission by the Obligor in writing of the Obligor's inability to pay debts generally as they become due, or the taking of corporate action by the Obligor in furtherance of any such action; and

(7) (a) a failure to make any payment at Maturity, including any applicable grace period, on any Indebtedness of the Obligor (other than Indebtedness of the Obligor owing to any of its Subsidiaries) outstanding in an amount in excess of \$100.0 million or its foreign currency equivalent at the time and continuance of this failure to pay or (b) a default on any Indebtedness of the Obligor (other than Indebtedness owing to any of its Subsidiaries), which default results in the acceleration of such Indebtedness in an amount in excess of \$100.0 million or its foreign currency equivalent at the time without such Indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above; provided, however, that if any failure, default or acceleration referred to in clauses 7(a) or (b) ceases or is cured, waived, rescinded or annulled, then the Event of Default under the Indenture will be deemed cured.

A default under clause (3) above is not an Event of Default until the Trustee or the Holders of not less than 25% in aggregate principal amount of the Notes of such series then Outstanding notify the Obligor of the default and the Obligor does not cure such default within the time specified after receipt of such notice. Such notice must specify the default, demand that it be remedied and state that such notice is a "Notice of Default."

The Obligor shall deliver to the Trustee, within 30 days after the occurrence thereof, written notice in the form of an Officer's Certificate of any event that with the giving of notice or the lapse of time or both would become an Event of Default, its status and what action the Obligor is taking or proposes to take with respect thereto. Upon becoming aware of any default or Event of Default, the Obligor is required to deliver to the Trustee a statement specifying such default or Event of Default.

No Event of Default with respect to a single series of Notes issued hereunder (and under or pursuant to any Supplemental Indenture or Board Resolution) necessarily constitutes an Event of Default with respect to any other series of Notes.

Section 4.02. Acceleration of Maturity; Rescission and Annulment.

(1) If any Event of Default (other than an Event of Default specified in clause (5) or (6) of Section 4.01) with respect to the Notes of any series occurs and is continuing, then either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Notes of such series may declare the principal of all Outstanding Notes of such series, and the interest to the date of acceleration, if any, accrued thereon, to be immediately due and payable by notice in writing to the Obligor (and to the Trustee if given by Holders) specifying the Event of Default. If an Event of Default described in clause (5) or (6) of Section 4.01 occurs, then the principal amount of all the Notes then Outstanding and interest accrued thereon, if any, will become and be immediately due and payable without any declaration or other act on the part of the Trustee or the Holders of the Notes, to the fullest extent permitted by applicable law.

(2) At any time after such a declaration of acceleration has been made with respect to the Notes of any series and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article IV provided, the Holders of a majority in aggregate principal amount of the Outstanding Notes of such series by written notice to the Obligor and the Trustee, may rescind and annul such declaration or waive past defaults and their consequences, except with respect to a default in respect of a covenant or provision of this Indenture which cannot be modified or amended without the consent of the Holder of each Outstanding Note affected thereby, if:

(i) the Obligor has paid or deposited with the Trustee a sum sufficient to pay:

(a) all overdue installments of interest, if any, on such series of Notes,

(b) the principal of (and premium, if any, on) any such series of Notes which have become due otherwise than by such declaration of acceleration, and interest thereon at the rate prescribed therefor by the Notes of such series, to the extent that payment of such interest is lawful,

(c) interest on overdue installments of interest at the rate prescribed therefor by the Notes of such series to the extent that payment of such interest is lawful, and

(d) the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel, and all other amounts due the Trustee under Section 5.07; and

(ii) all Events of Default, other than the nonpayment of the principal, premium or interest of the Notes of such series which have become due solely by such acceleration, have been cured or waived as provided in Section 4.13.

(3) No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 4.03. Collection of Indebtedness and Suits for Enforcement.

(1) The Obligor covenants that if:

(i) default is made in the payment of any installment of interest on any Note of any series when such interest becomes due and payable, or

(ii) default is made in the payment of (or premium, if any, on) the principal of any Note of any series at the Maturity thereof, and

(iii) any such default continues for any period of grace provided in relation to such default pursuant to Section 4.01, then, with respect to such series of Notes, the Obligor will, upon demand of the Trustee, pay to it, for the benefit of the Holders of the Notes of such series, the whole amount then due and payable on all Notes of such series for principal (and premium, if any) and interest, together with interest (to the extent that payment of such interest shall be legally enforceable) upon the overdue principal (and premium, if any) and upon overdue installments of interest at the rate of interest prescribed therefor by the Notes of such series; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due the Trustee under Section 5.07.

(2) If the Obligor fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, and may prosecute such proceeding to judgment or final decree, and may enforce the same against the Obligor or any other obligor upon such Notes and collect the money adjudged or decreed to be payable in the manner provided by law out of the property of the Obligor or any other obligor upon such Notes, wherever situated.

(3) If an Event of Default occurs and is continuing with respect to any series of Notes, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders of such series of Notes by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 4.04. Trustee May File Proofs of Claim.

(1) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition, or other judicial proceeding relative to the Obligor or any obligor upon the Notes or the property of the Obligor or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Obligor for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceedings or otherwise,

(i) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Notes, and to file such other papers or documents as may be necessary and advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel, and all other amounts due the Trustee under Section 5.07) and of the Holders allowed in such judicial proceedings, and

(ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee and its agent and counsel, and any other amounts due the Trustee under Section 5.07.

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

Section 4.05. Trustee May Enforce Claims Without Possession of Notes. All rights of action and claims under this Indenture or the Notes of any series may be prosecuted and enforced by the Trustee without the possession of any of the Notes of such series or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel, be for the ratable benefit of the Holders of the Notes of such series.

Section 4.06. Application of Money Collected. Any money collected by the Trustee from the Obligor pursuant to this Article IV shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal, premium, if any, or interest, if any, upon presentation of the Notes of any series and the notation thereon of the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of all amounts due the Trustee under Section 5.07.

Second: To the payment of the amounts then due and unpaid upon such series of Notes for principal, premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind.

Third: To the Obligor.

Section 4.07. Limitation on Suits. No Holder of any Note of any series may institute any action under this Indenture, unless and until:

(1) such Holder has given the Trustee written notice of a continuing Event of Default with respect to the Notes of such series;

(2) the Holders of at least 25% in aggregate principal amount of the Outstanding Notes of such series have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(3) such Holder or Holders has or have offered the Trustee such reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

(4) the Trustee has failed to institute any such proceeding for 60 days after its receipt of such notice, request and offer of indemnity; and

(5) no inconsistent direction has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Outstanding Notes of such series;

it being understood and intended that no one or more Holders of Notes of any series shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Notes of such series, or to obtain or to seek to obtain priority or preference over any other such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and proportionate benefit of all the Holders of all Notes of such series.

Section 4.08. Unconditional Right of Holders to Receive Payment of Principal, Premium and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Note shall have the right, which is absolute and unconditional, to receive payment of the principal, premium, if any, and (subject to Section 2.06) interest on such Note on or after the Maturity Date (or, in the case of redemption, on or after the Redemption Date) and to institute suit for the enforcement of any such payment on or after such respective date, and such right shall not be impaired or affected without the consent of such Holder.

Section 4.09. Restoration of Rights and Remedies. If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, then and in every such case the Obligor, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 4.10. Rights and Remedies Cumulative. Except as provided in Section 2.05(5), no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 4.11. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article IV or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 4.12. Control by Holders. The Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee with respect to the Notes of such series provided that:

(1) the Trustee is offered reasonable indemnity against any loss, liability or expense;

(2) the Trustee shall have the right to decline to follow any such direction if the Trustee, being advised by counsel, determines that the action so directed may not lawfully be taken or would conflict with this Indenture or if the Trustee in good faith shall, by a Responsible Officer, determine that the proceedings so directed would involve it in personal liability or be unjustly prejudicial to the Holders not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 4.13. Waiver of Past Defaults. Subject to Section 4.02, the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series may, on behalf of the Holders of all Notes of such series, waive any past default hereunder with respect to the Notes of such series, except a default not theretofore cured:

(1) in the payment of principal, premium, if any, or interest on any Notes of such series, or

(2) in respect of a covenant or provision in this Indenture which, under Article VIII, cannot be modified without the consent of the Holder of each Outstanding Note of such series.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 4.14. Undertaking for Costs. All parties to this Indenture agree, and each Holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 4.14 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder or group of Holders holding in the aggregate more than 10% in principal amount of the Outstanding Notes of any series to which the suit relates, or to any suit instituted by any Holder pursuant to Section 4.08.

Section 4.15. Waiver of Stay or Extension Laws. The Obligor covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law (other than any bankruptcy law) wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Obligor (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

## **ARTICLE V THE TRUSTEE**

### Section 5.01. Certain Duties and Responsibilities of Trustee.

(1) Except during the continuance of an Event of Default with respect to a series of Notes:

(i) the Trustee undertakes to perform such duties and only such duties with respect to such series of Notes as are specifically set forth in this Indenture, and no implied covenants or obligations with respect to such series of Notes shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture but need not confirm or investigate the accuracy of any mathematical calculations or other facts stated therein.

(2) In case an Event of Default with respect to a series of Notes has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture with respect to such series of Notes and any indenture supplemental hereto relating to such series of Notes, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

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

(i) this Subsection shall not be construed to limit the effect of Section 5.01(1);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;



(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of any series relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee with respect to such series of Notes, or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to such series of Notes; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial loss, expense or liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(4) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 5.01.

Section 5.02. Notice of Defaults. Within 90 days after the occurrence of any default hereunder with respect to any series of Notes, the Trustee shall transmit by mail to all Holders of Notes of such series, as their names and addresses appear in the Security Register, notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of or interest or premium, if any, on any Note of such series, the Trustee shall be protected in withholding such notice if and so long as the Board of Directors, the executive committee or a trust committee of directors, and/or Responsible Officers of the Trustee determine in good faith that the withholding of such notice is in the interests of the Holders of the Outstanding Notes of such series and; provided further, that, in the case of any default of the character specified in clause (3) of Section 4.01, no such notice to Holders of Notes of such series shall be given until at least 60 days after the occurrence thereof. For the purpose of this Section 5.02, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 5.03. Certain Rights of Trustee. Except as otherwise provided in Section 5.01:

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(2) any request or direction of the Obligor described herein shall be sufficiently evidenced by a Company Order and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;

(3) before the Trustee acts or refrains from acting, it shall be entitled to receive an Officer’s Certificate and an Opinion of Counsel, and the Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officer’s Certificate or Opinion of Counsel, and each shall be full and complete authorization and protection in respect of any action or omission of action;

(4) the Trustee may consult with counsel of its selection, and the advice or opinion of counsel shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel;

(5) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(6) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Obligor, personally or by agent or attorney;

(7) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(8) the permissive rights of the Trustee enumerated herein shall not be construed as duties;

(9) the Trustee shall not be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever, including, but not limited to, loss or profit irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;

(10) the Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within its rights or powers; provided, however, that the Trustee's conduct does not constitute willful misconduct or negligence;

(11) no Depositary shall be deemed an agent of the Trustee and the Trustee shall not be responsible for any act or omission by any clearinghouse or Depositary;

(12) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;

(13) the Trustee may employ or retain accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of determining and discharging its rights and duties hereunder and shall not be responsible for any misconduct on the part of any of them selected with due care;

(14) delivery of any reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive or actual notice or knowledge of any information contained therein or determinable from information contained therein, including the Obligor's compliance with any of its covenants hereunder (as to which the Trustee may conclusively rely on a certificate of an authorized Officer of the Obligor);

(15) the Trustee shall not be required to give any note, bond, or surety in respect of the execution of the trusts and powers under this Indenture; and

(16) the Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its control, including, without limitation, acts of God; earthquakes; fire; flood; terrorism; wars and other military disturbances, sabotage; epidemics; riots; interruptions; loss or malfunction of utilities; computer (hardware or software) or communication services; accidents; labor disputes; acts of civil or military authorities and governmental action.

The provisions of this Section shall survive the satisfaction and discharge or termination of this Indenture and the resignation or removal of the Trustee.

**Section 5.04. Not Responsible for Recitals or Issuance of Notes.** The Trustee shall not be responsible for and makes no representation as to the validity, priority or adequacy of this Indenture or the Notes, and it shall not be responsible for any statement of the Obligor in this Indenture or in any other document other than the certificate of authentication executed by the Trustee. The Trustee shall not be accountable for the use or application by the Obligor of the Notes or the proceeds thereof. The Trustee shall not be charged with notice or knowledge of any Event of Default under clause (6) of Section 4.01 unless either (i) a Responsible Officer of the Trustee assigned to and working in its Corporate Trust Office shall have actual knowledge thereof or (ii) notice thereof shall have been given to the Trustee in accordance with Section 1.05 from the Obligor or any Holder.

**Section 5.05. May Hold Notes.** The Trustee or any Paying Agent, Registrar, or other agent of the Obligor, in its individual or any other capacity, may become the owner or pledgee of Notes and, subject to Sections 5.08 and 5.12, may otherwise deal with the Obligor with the same rights it would have if it were not Trustee, Paying Agent, Registrar, or such other agent.

**Section 5.06. Money Held in Trust.** Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the Obligor.

Section 5.07. Compensation and Reimbursement. The Obligor covenants and agrees:

(1) to pay the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee, including costs of collection, in accordance with any provision of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as is attributable to its negligence or willful misconduct; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust and/or the transactions contemplated under this Indenture, including the reasonable costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The Trustee shall have no liability or responsibility for any action or inaction on the part of any Paying Agent, Registrar, Authenticating Agent, or any successor trustee. All indemnifications and releases from liability granted hereunder to the Trustee shall extend to its officers, directors, employees, agents, successors and assigns.

The Trustee shall have a lien prior to the Notes upon all property and funds held by it hereunder for any amount owing it or any retiring Trustee pursuant to this Section 5.07, except with respect to funds held in trust for the benefit of the Holders of particular Notes.

Without prejudice to any other rights available to the Trustee under applicable law, when the Trustee incurs expenses or renders services in connection with an Event of Default specified in clause (5) or (6) of Section 4.01, such expenses (including the reasonable charges and expenses of its counsel) and compensation for such services are intended to constitute expenses of administration under any applicable Federal or State bankruptcy, insolvency, reorganization, or other similar law.

The provisions of this Section shall survive the satisfaction and discharge or termination of this Indenture and the resignation or removal of the Trustee.

Section 5.08. Disqualification; Conflicting Interests. If the Trustee has or shall acquire any conflicting interest within the meaning of the Trust Indenture Act, it shall either eliminate such interest or resign as Trustee, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture.

Section 5.09. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder that shall be a corporation organized and doing business under the laws of the United States of America or of any State or Territory thereof or of the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by Federal or State authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 5.09, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 5.09, it shall resign immediately in the manner and with the effect hereinafter specified in this Article V. No obligor upon any Notes issued under this Indenture or Person directly or indirectly controlling, controlled by or under common control with such obligor shall serve as Trustee under this Indenture.

Section 5.10. Resignation and Removal; Appointment of Successor.

(1) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article V shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 5.11.

(2) The Trustee may resign at any time with respect to the Notes of one or more series by giving written notice thereof to the Obligor. If the instrument of acceptance by a successor Trustee required by Section 5.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may, at the reasonable expense of the Obligor, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes of such series.

(3) The Trustee may be removed at any time with respect to the Notes of any series by Act of the Holders of 66 2/3% in aggregate principal amount of the Outstanding Notes of such series, delivered to the Trustee and to the Obligor.

(4) If at any time:

(i) the Trustee shall fail to comply with Section 5.08 after written request therefor by the Obligor or by any Holder who has been a bona fide Holder of a Note for at least six months; or

(ii) the Trustee shall cease to be eligible under Section 5.09 and shall fail to resign after written request therefor by the Obligor or by any such Holder; or

(iii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then, in any such case, (A) the Obligor by a Board Resolution may remove the Trustee with respect to all Notes, or (B) subject to Section 4.14, any Holder who has been a bona fide Holder of a Note for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee with respect to all Notes and the appointment of a successor Trustee or Trustees.

(5) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Notes of one or more series, the Obligor, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Notes of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Notes of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Notes of any particular series) and shall comply with the applicable requirements of Section 5.11. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Notes of any series shall be appointed by Act of the Holders of 66 2/3% in aggregate principal amount of the Outstanding Notes of such series delivered to the Obligor and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 5.11, become the successor Trustee with respect to the Notes of such series and to that extent supersede the successor Trustee appointed by the Obligor. If no successor Trustee with respect to the Notes of any series shall have been so appointed by the Obligor or the Holders and accepted appointment in the manner required by Section 5.11, any Holder who has been a bona fide Holder of a Note of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Notes of such series.

(6) The Obligor shall give notice of each resignation and each removal of the Trustee with respect to the Notes of any series and each appointment of a successor Trustee with respect to the Notes of any series to all Holders of Notes of such series in the manner provided in Section 1.06. Each notice shall include the name of the successor Trustee with respect to the Notes of such series and the address of its Corporate Trust Office.

Section 5.11. Acceptance of Appointment by Successor. In case of the appointment hereunder of a successor Trustee with respect to all Notes, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Obligor and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Obligor or the successor Trustee, such retiring Trustee shall, upon payment of its reasonable charges and subject to its lien, if any, provided by Section 5.07, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

In case of the appointment hereunder of a successor Trustee with respect to the Notes of one or more (but not all) series, the Obligor, the retiring Trustee and each successor Trustee with respect to the Notes of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Notes, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Notes of that or those series to which the appointment of such successor Trustee relates; but, on request of the Obligor or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Notes of that or those series to which the appointment of such successor Trustee relates.

Upon request of any such successor Trustee, the Obligor shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts referred to in the first or second preceding paragraph, as the case may be.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article V.

Section 5.12. Merger, Conversion, Consolidation or Succession to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder; provided that such corporation shall be otherwise qualified and eligible under this Article V, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Notes shall have been authenticated, but not delivered, by the Trustee then in office, any successor Trustee by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

Section 5.13. Preferential Collection of Claims Against Obligor. If and when the Trustee shall be or shall become a creditor of the Obligor (or of any other obligor upon the Notes), the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Obligor (or against any such other obligor, as the case may be).

Section 5.14. Appointment of Authenticating Agent.

(1) At any time when any of the Notes remain Outstanding the Trustee, with the approval of the Obligor, may appoint an Authenticating Agent or Agents with respect to one or more series of Notes which shall be authorized to act on behalf of the Trustee to authenticate Notes of such series issued upon exchange, registration of transfer or partial redemption thereof or pursuant to Section 2.05, and Notes so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Notes by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Obligor and shall at all times be a corporation organized and doing business under the laws of the United States of America, any state thereof or the District of Columbia, authorized under such laws to act as an Authenticating Agent, having a combined capital and surplus of not less than \$50,000,000 and, if other than the Obligor itself, subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section 5.14, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 5.14, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section 5.14.

(2) Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section 5.14, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

(3) An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and, if other than the Obligor, to the Obligor. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and, if other than the Obligor, to the Obligor. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section 5.14, the Trustee, with the approval of the Obligor, may appoint a successor Authenticating Agent which shall be acceptable to the Obligor and shall mail written notice of such appointment by first-class mail, postage prepaid, to all Holders of Notes of the series with respect to which such Authenticating Agent will serve, as their names and addresses appear in the Security Register. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section 5.14.

(4) The Obligor agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section 5.14.



(5) If an appointment is made pursuant to this Section 5.14, the Notes may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication in the following form:

This is one of the Notes of the series designated therein referred to in the within-mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
As Authenticating Agent

\_\_\_\_\_  
Authorized Officer

## **ARTICLE VI HOLDERS' LISTS AND REPORTS BY TRUSTEE AND OBLIGOR**

Section 6.01. Obligor to Furnish Trustee Names and Addresses of Holders. The Obligor will furnish or cause to be furnished to the Trustee:

(1) semi-annually, not more than 15 days after the Record Date for the payment of interest in respect of each series of Notes, in such form as the Trustee may reasonably require, a list of the names and addresses of the Holders of such Notes as of such date; and

(2) at such other times as the Trustee may request in writing, within 30 days after the receipt by the Obligor of any such request, a list of similar form and content as of a date not more than 15 days prior to the time such list is furnished,

provided that, in the case of (1) and (2), if the Trustee shall be the Registrar, such list shall not be required to be furnished.

Section 6.02. Preservation of Information; Communications to Holders.

(1) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders of Notes of each series contained in the most recent list furnished to the Trustee as provided in Section 6.01 and the names and addresses of Holders of Notes received by the Trustee. The Trustee may destroy any list furnished to it as provided in Section 6.01 upon receipt of a new list so furnished.

(2) Holders of Notes may communicate as provided in Section 312(b) of the Trust Indenture Act with other Holders of Notes with respect to their rights under this Indenture or under the Notes.

(3) Every Holder of Notes, by receiving and holding the same, agrees with the Obligor that the Obligor shall not be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders of Notes in accordance with Section 6.02(2), regardless of the source from which such information was derived.

### Section 6.03. Reports by Trustee.

(1) Within 60 days after December 31 of each year commencing with the first December 31 following the date of the initial issuance of Notes under this Indenture, the Trustee shall transmit by mail to the Holders of Notes as their names and addresses appear in the Security Register, a brief report dated as of such December 31, to the extent required under Section 313(a) of the Trust Indenture Act.

(2) The Trustee shall comply with Sections 313(b) and 313(c) of the Trust Indenture Act, to the extent required.

(3) A copy of each such report shall, at the time for such transmission to Holders of Notes, be filed by the Trustee with the Obligor, with each stock exchange upon which any Notes are listed (if so listed) and also with the Commission. The Obligor agrees to promptly notify the Trustee when any Notes become listed on any stock exchange and of any delisting thereof.

### Section 6.04. Reports by Obligor.

The Obligor shall comply with the provisions of Section 314(a) and 314(c) of the TIA. Delivery of such reports, information and documents to the Trustee pursuant to TIA Section 314(a)(1), (2) and/or (3) shall be for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or matters determinable from information contained therein, including the Obligor's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates provided pursuant to Section 6.05 below). The Trustee is under no duty to examine such reports, information or documents to ensure compliance with the provisions of this Indenture or to ascertain the correctness or otherwise of the information or the statements contained herein, or whether any such reports, information or documents have or have not been provided as required by the TIA. The Trustee is entitled to assume such compliance with the TIA unless a Responsible Officer of the Trustee is informed otherwise.

### Section 6.05. Compliance Certificate.

(a) The Obligor shall deliver to the Trustee, within 120 days after the end of each fiscal year, an Officer's Certificate stating that a review of the activities of the Obligor during the preceding fiscal year has been made under the supervision of the signing Officer with a view to determining whether the Obligor has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Obligor has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture or, if a default or Event of Default has occurred, describing such default or Event of Default of which he or she may have knowledge and what action the Obligor is taking or proposes to take with respect thereto.

(b) So long as any of the Notes are Outstanding, the Obligor will deliver to the Trustee, forthwith upon any Officer becoming aware of any default or Event of Default, and what action the Obligor is taking or proposes to take with respect thereto.

(c) Except with respect to receipt of Note payments when due and any default or Event of Default information contained in the Officer's Certificates delivered to it pursuant to this Section 6.05, the Trustee shall have no duty to review, ascertain or confirm the Obligor's compliance with, or the breach of any representation, warranty or covenant made in this Indenture.

## **ARTICLE VII CONSOLIDATION, MERGER OR TRANSFER**

Section 7.01. When Obligor May Merge or Transfer Assets. The Obligor may not consolidate or merge with or into another entity, or sell, lease, convey, transfer or otherwise dispose of all or substantially all of its property and assets to another entity unless:

(1) either (a) the Obligor shall be the continuing corporation or transferee or (b) the Person (if other than the Obligor) formed by such consolidation or into which the Obligor is merged or to which all or substantially all of the assets of the Obligor are conveyed or transferred (i) shall be a corporation, partnership, limited liability company or trust organized and validly existing under the laws of the United States or any state thereof or the District of Columbia and (ii) shall expressly assume, by an Indenture supplemental hereto, executed and delivered to the Trustee, all of the obligations of the Obligor under the Notes and this Indenture;

(2) immediately after giving effect to such transaction, no Event of Default, and no default or other event which, after notice or lapse of time or both, would become a default or Event of Default, shall have occurred and be continuing; and

(3) the Obligor shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance or transfer and, if a supplemental Indenture is required in connection with such transaction, such supplemental Indenture, comply with this Section 7.01, that all conditions precedent herein provided for relating to such transaction have been satisfied, and that the Indenture and any supplemental indenture constitute valid, binding and enforceable obligations of the Obligor or other successor Person.

Section 7.02. Successor Entity Substituted. The successor Person formed by such consolidation or into which the Obligor is merged or the successor Person to which such conveyance or transfer is made, in each case other than a lease, shall succeed to, and be substituted for, and may exercise every right and power of the Obligor under this Indenture with the same effect as if such successor had been named as the Obligor herein; and thereafter the Obligor shall be discharged from all obligations and covenants under this Indenture and the Notes. The Trustee shall enter into a supplemental Indenture to evidence the succession and substitution of such successor Person and such discharge and release of the Obligor.

**ARTICLE VIII  
SUPPLEMENTAL INDENTURES**

Section 8.01. Supplemental Indentures Without Consent of Holders. Without the consent of the Holders of any Notes, the Obligor and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the TIA as in force at the date of execution thereof), for any of the following purposes:

- (1) to evidence the succession of another Person to the Obligor and the assumption by any such successor of the covenants of the Obligor under the Indenture and the Notes pursuant to Article VII;
- (2) to add to the covenants of the Obligor for the benefit of Holders of all or any series of Notes or to surrender any right or power conferred upon the Obligor;
- (3) to add any additional Events of Default for the benefit of Holders of all or any series of Notes;
- (4) to add to or change any of the provisions of the Indenture as necessary to permit or facilitate the issuance of Notes of any series in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Notes of any series in uncertificated form;
- (5) to secure the Notes of any series or add guarantees with respect to the Notes of any series;
- (6) to add or appoint a successor or separate Trustee;
- (7) to cure any ambiguity, defect or inconsistency, provided that the interests of the Holders of the Notes are not adversely affected in any material respect;
- (8) to supplement any of the provisions of the Indenture as necessary to permit or facilitate the defeasance and discharge of any series of Notes, provided that the interests of the Holders of the Notes are not adversely affected in any material respect;
- (9) to make any other change that would not adversely affect the Holders of the Notes of such series;
- (10) to make any change necessary to comply with any requirement of the Commission in connection with the qualification of the Indenture or any supplemental Indenture under the TIA; and
- (11) to provide for the issuance of additional Notes of any series of Notes in accordance with the provisions of this Indenture.

Section 8.02. Supplemental Indentures with Consent of Holders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Notes of all series affected by such supplemental indenture (voting as one class), the Obligor, when authorized by a resolution of its Board of Directors, and the Trustee may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any supplemental indenture or of modifying in any manner the rights of the Holders of the Notes of each such series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note affected thereby:

(1) make any change to the percentage of principal amount of Notes the Holders of which must consent to an amendment, modification, supplement or waiver;

(2) reduce the rate of or extend the time of payment for interest on any Note;

(3) reduce the principal amount or extend the stated Maturity of any Note;

(4) reduce the Redemption Price of any Note or add redemption provisions to the Notes;

(5) make any Note payable in money other than that stated in the Indenture or the Note;

(6) impair the right to institute suit for the enforcement of any payment on or with respect to the Notes; or

(7) make any change in the ranking or priority of any Note that would adversely affect the Holder of such Note.

The Holders of at least a majority in principal amount of the Outstanding Notes may waive compliance by the Obligor with certain restrictive provisions of the Indenture with respect to the Notes. The Holders of at least a majority in principal amount of the Outstanding Notes may waive any past default under the Indenture, except a default not theretofore cured in the payment of principal or interest and certain covenants and provisions of the Indenture which cannot be amended without the consent of the Holder of each Outstanding Note.

Section 8.03. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article VIII or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 5.01) shall be fully protected in relying upon, in addition to the documents required by Section 1.02, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. Upon request of the Obligor and, in the case of Section 8.02, upon filing with the Trustee of evidence of an Act of Holders as aforementioned, the Trustee shall join with the Obligor in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, powers, trusts, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

Section 8.04. Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article VIII, this Indenture shall be and be deemed to be modified and amended in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and the respective rights, limitation of rights, duties, powers, trusts and immunities under this Indenture of the Trustee, the Obligor and every Holder of Notes theretofore or thereafter authenticated and delivered hereunder shall be determined, exercised and enforced thereunder to the extent provided therein.

Section 8.05. Conformity with Trust Indenture Act. Every supplemental indenture executed pursuant to this Article VIII shall conform to the requirements of the TIA as then in effect.

Section 8.06. Documents to Be Given to Trustee. The Trustee may receive an Officer's Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to this Article VIII complies with the applicable provisions of this Indenture, and which Opinion of Counsel shall state that the execution of any supplemental indenture authorized pursuant to this Article VIII is authorized or permitted by the Indenture and that such supplemental indenture constitutes the legal, valid and binding obligation of the Obligor, enforceable against the Obligor in accordance with its terms, subject to customary exceptions.

The Trustee may, but shall not be obligated to, execute any supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 8.07. Notation on Notes in Respect of Supplemental Indentures. Notes of any series authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article may bear a notation in form approved by the Trustee for such series as to any matter provided for by such supplemental indenture. If the Obligor or the Trustee shall so determine, new Notes of any series so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any modification of this Indenture contained in any such supplemental indenture may be prepared by the Obligor, authenticated by the Trustee and delivered in exchange for the Notes of such series then Outstanding.

## **ARTICLE IX COVENANTS**

Section 9.01. Payment of Principal, Premium and Interest. The Obligor covenants and agrees for the benefit of each series of Notes that it will duly and punctually pay or cause to be paid the principal, premium, if any, and interest on such series of Notes on the dates and in the manner provided in such series of Notes, and will duly comply with all the other terms, agreements and conditions contained in this Indenture for the benefit of such series of Notes.

Payment of principal of, and premium, if any, and interest on a Global Note registered in the name of or held by the DTC or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the Holder of such Global Note. If any of the Notes are no longer represented by a Global Note, payment of interest on certificated Notes in definitive form may, at the option of the Obligor, be made by (i) check mailed directly to Holders at their registered addresses or (ii) upon request of any Holder of at least \$1,000,000 principal amount of Notes, wire transfer to an account located in the United States by the payee.

The Obligor shall pay interest (including post-petition interest in any proceeding under any Federal or state bankruptcy, insolvency, reorganization, or other similar law) on overdue principal and premium, if any, from time to time on demand at the applicable rate of interest determined from time to time in the manner provided for in each series of Notes; it shall pay interest (including post-petition interest in any proceeding under any Federal or State bankruptcy, insolvency, reorganization, or other similar law) on overdue installments of interest and (without regard to any applicable grace periods) from time to time on demand at the same rates to the extent lawful.

Section 9.02. Maintenance of Office or Agency. So long as any of the Notes remain Outstanding, the Obligor will maintain an office or agency in the City of New York (which initially will be the Corporate Trust Office) where Notes may be presented or surrendered for payment, where Notes may be surrendered for transfer or exchange, and where notices and demands to or upon the Obligor in respect of the Notes and this Indenture may be served. The Obligor will give prompt written notice to the Trustee of the location, and of any change in the location, of such office or agency. If at any time the Obligor shall fail to maintain such office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee, and the Obligor hereby appoints the Trustee its agent to receive all such presentations, surrenders, notices and demands.

The Obligor may also from time to time designate one or more other offices or agencies where one or more series of Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Obligor of its obligation to maintain an office or agency in the City of New York for such purposes.

The Obligor shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

**Section 9.03. Money for Note Payments to be Held in Trust.** If the Obligor shall at any time act as its own Paying Agent, it will, on or before each due date of the principal, premium, if any, or interest on any series of Notes, segregate and hold in trust for the benefit of the Holders of such series of Notes a sum sufficient to pay such principal, premium or interest so becoming due until such sums shall be paid to such Holders of the Notes of such series or otherwise disposed of as herein provided, and will promptly notify the Trustee of its action or failure so to act.

Whenever the Obligor shall have one or more Paying Agents, it will, on or prior to each due date of the principal, premium, if any, or interest, on any series of Notes, deposit with a Paying Agent a sum sufficient to pay such principal, premium, or interest so becoming due, such sum to be held in trust for the benefit of the Holders of the Notes of such series entitled to the same and (unless such Paying Agent is the Trustee) the Obligor will promptly notify the Trustee of its action or failure so to act.

The Obligor will cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section 9.03, that such Paying Agent will:

(1) hold all sums held by it for the payment of principal, premium, if any, or interest, on Notes of any series in trust for the benefit of the Holders of the Notes of such series entitled thereto until such sums shall be paid to such Holders or otherwise disposed of as herein provided;

(2) give the Trustee prompt notice of any default by the Obligor (or any other obligor upon the Notes of such series) in the making of any such payment of principal, premium, if any, or interest, on such Notes; and

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

The Obligor may, at any time, for the purpose of obtaining the discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Obligor or such Paying Agent or, if for any other purpose, all sums so held in trust by the Obligor in respect of all series of Notes, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Obligor or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Section 9.04. Certificate to Trustee. The Obligor will deliver to the Trustee, within 120 days after the end of each fiscal year of the Obligor ending after the initial issuance of Notes under this Indenture, an Officer's Certificate that complies with TIA Section 314(a)(4) stating that in the course of the performance by the signers of their duties as Officers of the Obligor, they would normally have knowledge of any default by the Obligor in the performance of any of its covenants or agreements contained herein, stating whether or not they have knowledge of any such default and, if so, specifying each such default of which the signers have knowledge and the nature thereof.

Section 9.05. Existence. Subject to Article VII, the Obligor will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a corporation.

## **ARTICLE X REDEMPTION OF NOTES**

Section 10.01. Optional Redemption. Unless otherwise provided pursuant to Section 2.01(1)(v)(f), the Obligor shall not be permitted to optionally redeem Notes of any series.

Section 10.02. Mandatory Redemption. Unless otherwise provided pursuant to Section 2.01(1)(v)(n), the Obligor shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes of any series.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

VERISIGN, INC.

By: /s/ George E. Kilguss, III

Name: George E. Kilguss, III

Title: Executive Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Michael McGuire

Name: Michael McGuire

Title: Vice President, Global Corporate Trust

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VERISIGN, INC.  
(as Obligor)

and

U.S. BANK NATIONAL ASSOCIATION  
(as Trustee)

First Supplemental Indenture

Dated as of June 8, 2021

2.700% Senior Notes due 2031

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THIS FIRST SUPPLEMENTAL INDENTURE, between VeriSign, Inc., a Delaware corporation (the “Obligor”), having its principal office at 12061 Bluemont Way, Reston, Virginia 20190, and U.S. Bank National Association, as Trustee (the “Trustee”), is made and entered into as of this 8th day of June, 2021.

## RECITALS OF THE OBLIGOR

WHEREAS, the Obligor and the Trustee executed and delivered an Indenture dated as of June 8, 2021 (the “Base Indenture”), to provide for the issuance by the Obligor from time to time of debt securities;

WHEREAS, capitalized terms used herein, not otherwise defined, shall have the same meanings given them in the Base Indenture;

WHEREAS, pursuant to a board resolution, the Obligor has authorized the issuance of \$750,000,000 of its 2.700% Senior Notes due 2031 (the “Senior Notes”); and

WHEREAS, the Obligor desires to establish the terms of the Senior Notes in accordance with Section 2.01 of the Base Indenture;

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE I

### DEFINITIONS

SECTION 1.1 Definitions. For all purposes of this First Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

“Attributable Debt” has the meaning specified in Section 2.13.

“Change of Control” means the occurrence of any of the following: (1) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), is or becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Obligor (or its successor by merger, consolidation or purchase of all or substantially all of its assets), other than a transaction in which (i) the Obligor becomes a wholly owned Subsidiary of a holding company and (ii) the direct or indirect holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of the voting stock of the Obligor immediately prior to that transaction; (2) the adoption of a plan relating to the liquidation or dissolution of the Obligor; or (3) the merger or consolidation of the Obligor with or into another person or the merger of another person with or into the Obligor, or the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, in one or a series of related transactions) of all or substantially all the assets of the Obligor (determined on a consolidated basis) to another person, other than a transaction, in the case of a merger or consolidation transaction, following which holders of securities that represented 100% of the voting stock of the Obligor immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least 50% of the voting power of the voting stock of the surviving person in such merger or consolidation transaction immediately after such transaction.

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“Change of Control Repurchase Event” means the occurrence of both a Change of Control and a Ratings Event. For the avoidance of doubt, no change of control repurchase event will be deemed to have occurred in connection with any particular change of control unless and until such change of control has actually been consummated.

“Comparable Treasury Issue” means the United States Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the Senior Notes to be redeemed (assuming for this purpose that the Senior Notes mature on the Par Call Date).

“Comparable Treasury Price” means, with respect to any Redemption Date, (1) the arithmetic average of three Reference Treasury Dealer Quotations for such Redemption Date after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Quotation Agent obtains fewer than five Reference Treasury Dealer Quotations, the arithmetic average of all Reference Treasury Dealer Quotations for such Redemption Date.

“Consolidated Total Assets” means, as of the time of determination, the consolidated total assets of the Obligor and its consolidated Subsidiaries as reflected on the most recent consolidated balance sheet prepared by the Obligor in accordance with GAAP contained in an annual report on Form 10-K or a quarterly report on Form 10-Q timely filed or any amendment thereto (and not subsequently disclaimed as not being reliable by the Obligor) prior to the time as of which “Consolidated Total Assets” is being determined; provided that “Consolidated Total Assets” shall be adjusted to give effect to each acquisition and disposition of assets other than in the ordinary course of business (including by way of merger) that has occurred since the date of the balance sheet referred to above and on or prior to the time of determination.

“Cooperative Agreement” means that certain Cooperative Agreement No. NCR-92-18742 between VeriSign, Inc. (as successor to Network Solutions, Incorporated) and the United States Department of Commerce (as successor to the National Science Foundation), entered into as of January 1, 1993 (as amended from time to time).

“First Supplemental Indenture” means this First Supplemental Indenture, as amended or supplemented from time to time.

“guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term “guarantee” will not include endorsements for collection or deposit in the ordinary course of business. The term “guarantee,” when used as a verb, has a correlative meaning.

“incur” means issue, assume, effect a guarantee or otherwise become liable for.

“Independent Investment Banker” means one of J.P. Morgan Securities LLC, BofA Securities, Inc., U.S. Bancorp Investments, Inc. or their respective successors, as may be appointed from time to time by the Obligor.

“Intellectual Property” means the Registry Agreements, the Cooperative Agreement, all intellectual and similar property of every kind and nature now owned or hereafter acquired by the Obligor or any Restricted Subsidiary, including inventions, designs, patents, copyrights, trademarks, trade secrets, domain names, confidential or proprietary technical and business information, know-how, show-how or other similar data or information, software and databases and all embodiments or fixations thereof and related documentation, all additions, improvements and accessions to any of the foregoing and all registrations for any of the foregoing.

“Investment Grade” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating categories of Moody’s); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); and the equivalent investment grade credit rating from any additional Rating Agency or Rating Agencies selected by the Obligor.

“Moody’s” means Moody’s Investors Service Inc., or any successor to the rating agency business thereof.

“Par Call Date” of the Senior Notes is March 15, 2031 (three months prior to the Maturity Date of the Senior Notes).

“Principal Facility” means any primary secure data center or resolution site, office space or other facility owned as of the Issue Date of the Senior Notes or acquired by the Obligor or any Subsidiary of the Obligor after such date and located in the United States and its territories, other than any facility the net book value (computed in accordance with GAAP) of which, as of the time of such determination, does not exceed 1.0% of Consolidated Total Assets of the Obligor.

“Principal Property” means, as the context may require, any real or immovable property forming part of or constituting any or all of any Principal Facility.

“Quotation Agent” means the Reference Treasury Dealer appointed by the Obligor.

“Rating Agency” means (1) each of Moody’s and S&P; and (2) if any of Moody’s and S&P ceases to rate the Senior Notes or fails to make a rating of the Senior Notes publicly available for reasons outside of the control of the Obligor, a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Obligor (as certified by a resolution of the Board of Directors of the Obligor) as a replacement for such rating agency.

“Ratings Event” means the rating on the Senior Notes is lowered by each of the ratings agencies and the Senior Notes are not rated investment grade by each of the rating agencies on any date during the period commencing on the first public announcement by the Obligor of any change of control (or pending change of control) and ending 30 days following consummation of such change of control (which period will be extended following consummation of a change of control for so long as any of the rating agencies has publicly announced that it is considering a possible ratings downgrade); provided that a Ratings Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect to a particular change of control (and thus shall not be deemed a Ratings Event for purposes of the definition of change of control repurchase event hereunder) if the rating agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the trustee and the Obligor in writing at its or the Obligor’s request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable change of control (whether or not the applicable change of control shall have occurred at the time of the Ratings Event).

“Reference Treasury Dealer” means each of (1) J.P. Morgan Securities LLC and BofA Securities, Inc., or their respective affiliates, and their respective successors, (2) a primary U.S. Government securities dealer in New York City (a “Primary Treasury Dealer”) selected by U.S. Bancorp Investments, Inc., or its affiliates and (3) two other Primary Treasury Dealers selected by the Obligor and its successors; provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer, the Obligor shall substitute therefor another Primary Treasury Dealer.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the arithmetic average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed, in each case, as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third Business Day preceding such Redemption Date.

“Registry Agreements” means those certain Registry Agreements between VeriSign, Inc. and the Internet Corporation for Assigned Names and Numbers, entered into as of November 29, 2012 and July 1, 2017, respectively, as amended.

“Remaining Scheduled Payments” means, with respect to any Senior Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related Redemption Date to the Par Call Date but for such redemption; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Senior Note, the amount of the next scheduled interest payment thereon shall be reduced by the amount of interest accrued thereon to such Redemption Date.

“Restricted Subsidiary” means (i) any Subsidiary of the Obligor that would be a “significant subsidiary” of the Obligor within the meaning set forth in Rule 1-02(w)(ii) or (iii) of Regulation S-X under the Exchange Act as in effect on the Issue Date of the Senior Notes and (ii) any other Subsidiary of the Obligor that holds any Principal Property, in the case of each of the foregoing clauses (i) and (ii), excluding any Subsidiary that is not organized under the laws of any state of the United States of America or any Subsidiary thereof.

“S&P” means Standard & Poor’s Ratings Group, Inc., or any successor to the rating agency business thereof.

“Sale and Leaseback Transaction” has the meaning specified in Section 2.13.

“Senior Notes” has the meaning assigned in the Recitals.

“Treasury Rate” means, with respect to any Redemption Date:

- the arithmetic mean (rounded to the nearest 1/100th of a percentage point) of the yields for the immediately preceding full week published in the most recent Federal Reserve Statistical Release H.15 (or if such statistical release is no longer published, any such other reasonably comparable index published weekly by the Board of Governors of the Federal Reserve System) that has become publicly available prior to the date of determination and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue; provided that if no maturity is within three months before or after the Maturity of the Senior Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from those yields on a straight line basis rounding to the nearest month; or
- if that release, or any successor release, is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date.

The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

“Voting Stock” of any specified Person as of any date means the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

## ARTICLE II

### TERMS OF THE NOTES

SECTION 2.1 Title. The Senior Notes shall constitute a series of Notes having the title “2.700% Senior Notes due 2031” and shall be in the form attached as Exhibit A.

SECTION 2.2 Aggregate Principal Amount. The aggregate principal amount of the Senior Notes that may be authenticated and delivered under this First Supplemental Indenture shall be unlimited; provided that the Obligor complies with the provisions of this First Supplemental Indenture.



SECTION 2.3 Maturity. The entire outstanding principal amount of the Senior Notes shall be payable on June 15, 2031.

SECTION 2.4 Interest. The Senior Notes shall accrue interest at a rate of 2.700% per year. Interest shall accrue on the Senior Notes from the most recent Interest Payment Date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the Issue Date of the Senior Notes), payable semiannually in arrears on June 15 and December 15 of each year. The Record Dates for payment of interest shall be June 1 and December 1 of each year (whether or not a Business Day).

SECTION 2.5 Place of Payment. The place where the principal of (and premium, if any) and interest, if any, with respect to the Senior Notes shall be payable shall be the Corporate Trust Office.

SECTION 2.6 Optional Redemption

(a) If the Obligor elects to redeem the Senior Notes pursuant to the optional redemption provisions of Section 2.6(j), it shall provide adequate notice to the Trustee and it shall furnish an (i) Officer's Certificate setting forth (1) the Redemption Date, (2) the principal amount to be redeemed, and (3) the CUSIP and/or ISIN numbers of the Senior Notes and (ii) Opinion of Counsel to the Trustee.

(b) If fewer than all the Senior Notes are to be redeemed, the particular Senior Notes to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee from the Outstanding Senior Notes not previously called for redemption, by lot or on a pro rata basis to the extent practicable, or, in the case of Senior Notes in global form, the Senior Notes will be selected for redemption based on the depositary's applicable procedures, such method of selection to provide for the selection for redemption of portions (equal to the minimum authorized denomination for the Senior Notes or any integral multiple thereof) of the principal amount of Senior Notes of a denomination larger than the minimum authorized denomination for the Senior Notes.

(c) In the case of partial redemption by the Obligor, the Trustee shall promptly notify the Obligor in writing of the Senior Notes selected for redemption and the principal amount thereof to be redeemed of each Senior Note if not in global form.

(d) Notice of any redemption of the Senior Notes in connection with a transaction or an event may, at the Obligor's discretion, be given prior to the completion or the occurrence thereof. Notice of any redemption of the Senior Notes may, at the Obligor's discretion, be given subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of Indebtedness or an acquisition or other strategic transaction involving a change of control in the Obligor or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived on or prior to the business day immediately preceding the relevant Redemption Date.

(e) For all purposes of this First Supplemental Indenture, unless the context otherwise requires, all provisions relating to the redemption of Senior Notes shall relate, in the case of any Senior Note redeemed or to be redeemed only in part, to the portion of the principal of such Senior Note which has been or is to be redeemed.

(f) Notice of redemption to the Holders of Senior Notes to be redeemed as a whole or in part at the option of the Obligor shall be given by first-class mail, postage prepaid (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) not fewer than 10 nor more than 60 days prior to the Redemption Date, to each such Holder at such Holder's last address appearing in the Security Register. All notices of redemption shall state:

(i) the Redemption Date;

(ii) the Redemption Price, or if not then ascertainable, the manner of calculating the Redemption Price;

(iii) if fewer than all Outstanding Senior Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Senior Notes to be redeemed from the Holder to whom the notice is given and that on and after the Redemption Date, upon surrender of such Senior Note, a new Senior Note or Senior Notes in the aggregate principal amount equal to the unredeemed portion thereof shall be issued in accordance with Section 2.6(i);

(iv) that on the Redemption Date the Redemption Price shall become due and payable upon each Senior Note called for redemption, and that interest, if any, thereon shall cease to accrue from and after said date;

(v) the place where Senior Notes called for redemption are to be surrendered for payment of the Redemption Price, which shall be the office or agency maintained by the Obligor pursuant to Section 9.02 of the Base Indenture;

(vi) the name and address of the Paying Agent;

(vii) that the Senior Notes called for redemption must be surrendered to the Paying Agent to collect the Redemption Price;

(viii) any condition precedent to the redemption and related information as required by Section 2.6(d); and

(ix) the CUSIP and/or ISIN number, and that no representation is made as to the correctness or accuracy of the CUSIP and/or ISIN number, if any, listed in such notice or printed on the Senior Notes.

Notice of redemption of Senior Notes shall be given by the Obligor or, at the Obligor's request, by the Trustee in the name and at the expense of the Obligor.

(g) On or prior to 10 a.m., New York City time, on any Redemption Date, the Obligor shall deposit with the Trustee or with a Paying Agent (or, if the Obligor is acting as its own Paying Agent, segregate and hold in trust as provided in Section 9.03 of the Base Indenture) an amount of money sufficient to pay the Redemption Price of, and accrued interest on, all the Senior Notes which are to be redeemed on that date.

(h) Notice of redemption having been given as aforesaid, the Senior Notes (or portions thereof) so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price plus accrued and unpaid interest to the Redemption Date therein specified and from and after such date (unless the Obligor shall default in the payment of the Redemption Price) such Senior Notes shall cease to bear interest. Upon surrender of such Senior Notes for redemption in accordance with the notice, such Senior Notes shall be paid by the Obligor at the Redemption Price. Any installment of interest due and payable on or prior to the Redemption Date shall be payable to the Holders of such Senior Notes registered as such on the relevant Record Date according to the terms and the provisions of Section 2.06 of the Base Indenture. If any Senior Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor by the Senior Note.

(i) Any Senior Note that is to be redeemed only in part and is not a Global Note redeemed pursuant to the depository's applicable procedures shall be surrendered at the office or agency maintained by the Obligor pursuant to Section 9.02 of the Base Indenture (with, if the Obligor or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Obligor and the Trustee duly executed by, the Holder thereof or the Holder's attorney duly authorized in writing) and the Obligor shall execute and the Trustee shall authenticate and deliver to the Holder of such Senior Note without service charge and at the expense of the Obligor, a new Senior Note or Senior Notes, of any authorized denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of such Senior Note so surrendered.

(j) Prior to the Par Call Date, the Obligor may redeem the Senior Notes at its option at any time, either in whole or in part upon at least 10 days, but not more than 60 days, prior notice given by mail (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) to the registered address of each Holder of the Senior Notes to be redeemed. If the Obligor elects to redeem the Senior Notes prior to the Par Call Date, it shall pay a Redemption Price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date:

- (i) 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date; or
- (ii) the sum of the present values of the Remaining Scheduled Payments.

In determining the present values of the Remaining Scheduled Payments the Obligor shall discount such payments to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 20 basis points.

In addition, at any time and from time to time, on or after the Par Call Date, the Obligor may redeem the Senior Notes at its option, either in whole or in part, upon at least 10 days, but not more than 60 days, prior notice given by mail (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) to the registered address of each Holder of the Senior Notes to be redeemed, at a redemption price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the redemption date, plus accrued and unpaid interest on such Senior Notes to, but excluding, the Redemption Date. Any redemption pursuant to this Section 2.6(j) shall be made pursuant to the provisions of Section 2.6(a) through (i).

SECTION 2.7      Change of Control Repurchase.

(a)      If a Change of Control Repurchase Event occurs, unless the Obligor has exercised its right to redeem the Senior Notes as set forth in Section 2.6, the Obligor shall be required to make an offer to each Holder of the Senior Notes to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000 in excess thereof) of that Holder's Senior Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of the Senior Notes repurchased plus any accrued and unpaid interest on the Senior Notes repurchased to, but excluding, the date of repurchase.

(b)      Within 30 days following any Change of Control Repurchase Event or, at the option of the Obligor, prior to any Change of Control, but after the public announcement of the Change of Control, the Obligor shall mail (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase the Senior Notes on the payment date specified in the notice, which date shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically). The notice shall, if mailed (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on a Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

(c)      The Obligor shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations to the extent those laws and regulations are applicable in connection with the repurchase of the Senior Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with this Section 2.7, the Obligor shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 2.7 by virtue of compliance with such securities laws or regulations.

(d)      On the repurchase date following a Change of Control Repurchase Event, the Obligor shall, to the extent lawful:

(i)      accept for payment all the Senior Notes or portions of the Senior Notes properly tendered pursuant to its offer;

(ii) deposit with the Paying Agent an amount equal to the aggregate purchase price in respect of all the Senior Notes or portions of the Senior Notes properly tendered; and

(iii) deliver or cause to be delivered to the Trustee the Senior Notes properly accepted, together with an Officer's Certificate stating the aggregate principal amount of Senior Notes being purchased by the Obligor.

(e) In the event that portions of the Senior Notes are properly tendered pursuant to the Obligor's offer and the Obligor complies with the requirements of Section 2.7(d), the Paying Agent shall promptly pay to each Holder of Senior Notes properly tendered the purchase price for the Senior Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Senior Note equal in principal amount to any unpurchased portion of any Senior Notes surrendered.

(f) The Obligor shall not be required to make an offer to repurchase the Senior Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Obligor and such third party purchases all Senior Notes properly tendered and not withdrawn under its offer.

(g) Should the Obligor choose to exercise its rights under Section 3.02 of the Base Indenture, it shall no longer be obligated to make an offer to repurchase the Senior Notes following a Change of Control Repurchase Event.

SECTION 2.8 Issue Date. The Issue Date of the Senior Notes is June 8, 2021; provided that additional Notes, if any, will have a different Issue Date.

SECTION 2.9 Issue Price. The issue price of the Senior Notes is 99.712% of the aggregate principal amount of the Senior Notes; provided that additional Notes, if any, may have a different issue price.

SECTION 2.10 Definitive and Global Notes. The Senior Notes are issuable in whole or in part in the form of Global Notes and the Depositary for such Global Notes shall be DTC.

SECTION 2.11 Denomination. The Senior Notes shall be issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

SECTION 2.12 Limitation on Liens. The Obligor will not, and will not permit any Restricted Subsidiary to, create, incur, assume or permit to exist any lien on any Principal Property or Intellectual Property or upon the capital stock of any Restricted Subsidiary to secure any Indebtedness of the Obligor or any Restricted Subsidiary without securing the Senior Notes equally and ratably with such Indebtedness for so long as such Indebtedness shall be so secured, subject to certain exceptions. The foregoing shall not apply to:

- (1) liens existing on May 24, 2021;
- (2) liens on assets or property of a Person at the time it becomes a Subsidiary or is merged with, amalgamated with or consolidated into the Obligor or a Restricted Subsidiary securing only Indebtedness of such Person; provided such Indebtedness was not incurred in connection with such Person or entity becoming a Subsidiary or such merger, amalgamation or consolidation and such liens do not extend to any assets other than those of the Person becoming a Subsidiary (and such Person's Subsidiaries, as applicable);
- (3) liens existing on assets or property created at the time of, or within 18 months after, the acquisition, purchase, lease, improvement or development of such assets or property to secure all or a portion of the purchase price or lease for, or the costs of improvement or development of, such assets or property;
- (4) liens to secure any extension, renewal, refinancing or refunding (or successive extensions, renewals, refinancings or refundings), in whole or in part, of any Indebtedness secured by liens referred to above or liens created in connection with any amendment, consent or waiver relating to such Indebtedness, so long as such lien is limited to all or part of the property which secured (or after-acquired property which was required to secure) the lien extended, renewed or replaced, the amount of Indebtedness secured is not increased (other than by the amount equal to any costs and expenses (including any premiums, fees or penalties) incurred in connection with any extension, renewal, refinancing or refunding);
- (5) liens in favor of only the Obligor or one or more Subsidiaries granted by the Obligor or a Subsidiary to secure any obligations owed to the Obligor or a Subsidiary of the Obligor;
- (6) liens in favor of the Trustee granted in accordance with the Base Indenture;
- (7) carriers', warehousemen's, mechanics', materialmen's, repairmen's and other like liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or are being contested in good faith;
- (8) liens solely on any cash earnest money deposits, escrow arrangements or similar arrangements made by the Obligor or any Restricted Subsidiary in connection with any letter of intent or purchase agreement for any acquisition or other transaction permitted hereunder;
- (9) liens on cash or securing hedging obligations not entered into for speculative purposes and letters of credit entered into in the ordinary course of business;
- (10) liens that are contractual rights of set-off;
- (11) pledges and deposits made (i) in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Obligor or any Restricted Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(12) pledges and deposits made (i) to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business and (ii) in respect of letters of credit, bank guarantees or similar instruments issued for the account of the Obligor or any Restricted Subsidiary in the ordinary course of business supporting obligations of the type set forth in clause (i) above;

(13) liens for taxes, assessments or other governmental charges or levies not yet delinquent by more than 30 days or not yet subject to penalties for nonpayment or that are being contested in good faith by appropriate proceedings and for which the Obligor or any Restricted Subsidiary, as applicable, has maintained adequate reserves in accordance with GAAP; and

(14) liens otherwise prohibited by this Section 2.12, securing Indebtedness which, together with the value of Attributable Debt incurred in Sale and Leaseback Transactions permitted under Section 2.13 below, do not exceed the greater of (i) 10% of Consolidated Total Assets measured at the date of incurrence of any such lien and (ii) \$300.0 million.

SECTION 2.13 Limitation on Sale-Leaseback Transactions. The Obligor will not, and will not permit any Restricted Subsidiary to, enter into any arrangement with any Person pursuant to which the Obligor or any Restricted Subsidiary leases any Principal Property that has been or is to be sold or transferred by the Obligor or the Restricted Subsidiary to such Person (a "Sale and Leaseback Transaction"), except that a Sale and Leaseback Transaction is permitted if the Obligor or such Restricted Subsidiary would be entitled to incur Indebtedness secured by a lien on such property to be leased (without equally and ratably securing the outstanding Senior Notes) in an amount equal to the present value of the lease payments with respect to the term of the lease remaining on the date as of which the amount is being determined, discounted at the rate of interest set forth or implicit in the terms of the lease, compounded semi-annually (such amount is referred to as the "Attributable Debt"). The foregoing shall not apply to:

(a) temporary leases for a term, including renewals at the option of the lessee, of not more than three years;

(b) leases between only the Obligor and a Subsidiary of the Obligor or only between Subsidiaries of the Obligor;

(c) leases where the Obligor applies within 365 days after the sale an amount equal to the greater of the net proceeds of the sale or the Attributable Debt associated with the property to (i) the retirement of long-term secured Indebtedness; or, if the Obligor has no long-term secured Indebtedness outstanding, long-term Indebtedness that is pari passu with the Senior Notes, or (ii) the purchase of additional property or assets; and

(d) leases of property executed by the time of, or within 12 months after the latest of, the acquisition, the completion of construction or improvement, or the commencement of commercial operation of the property.

SECTION 2.14 Amendments to the Base Indenture.

(a) Sub-clause (b) of the first paragraph of Section 3.02 of the Base Indenture is hereby amended and restated in its entirety as follows (new text is **bolded**):

“At the Obligor’s option, either (a) the Obligor shall be deemed to have been Discharged (as defined below) from its obligations with respect to the Notes of any series (“Legal Defeasance”) and/or (b) the Obligor shall cease to be under any obligation to comply with any term, provision or condition set forth in Sections 4.01(3) and 9.05 **and Sections 2.7, 2.12 and 2.13 of the First Supplemental Indenture between the Obligor and the Trustee, dated June 8, 2021 (the “First Supplemental Indenture”)** (and any other Sections, covenants or Events of Default applicable to such Notes that are determined pursuant to Section 2.01 to be subject to this provision) with respect to the Notes of such series at any time after the applicable conditions set forth below have been satisfied (“Covenant Defeasance”).”

(b) The last sentence of the third to last paragraph of Section 3.02 of the Base Indenture is hereby amended and restated in its entirety as follows (new text is **bolded**):

“If the Obligor exercises its option under Section 3.02(a), payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If the Obligor exercises its option under Section 3.02(b), payment of the Notes may not be accelerated because of an Event of Default specified in Section 4.01(3) and Section 4.01(7) and with respect to Section 7.01 and Section 9.05 **and Sections 2.12 and 2.13 of the First Supplemental Indenture, and the Obligor shall no longer be obligated to make an offer under Section 2.7 of the First Supplemental Indenture upon the occurrence of a Change of Control Repurchase Event (as defined in the First Supplemental Indenture).**”

(c) In addition to the Events of Default set forth in Section 4.01 of the Base Indenture, the Senior Notes shall include the following additional Event of Default designated as clause (8) of such Section, which shall be deemed an Event of Default under Section 4.01 of the Base Indenture:

“(8) a failure by the Obligor to repurchase Senior Notes tendered for repurchase following the occurrence of a Change of Control Repurchase Event (as defined in the First Supplemental Indenture) in conformity with Section 2.7 of the First Supplemental Indenture.”

(d) In addition to the actions that may be taken without the consent of Holders, the Senior Notes shall include the following clause (12) to Section 8.01 of the Base Indenture:



“(12) to conform the Indenture to the section entitled “Description of Notes” in the prospectus supplement dated May 24, 2021 relating to the Senior Notes.”

(e) Section 8.02(4) of the Base Indenture is hereby amended and restated in its entirety as follows (new text is **bolded**):

“(4) reduce the Redemption Price **or the repurchase price** of any **Senior Note**, **change the date on which any Senior Note is subject to redemption or repurchase** or add redemption provisions to the **Senior Notes**.”

SECTION 2.15 Counterparts. This First Supplemental Indenture and the Senior Notes shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code of the State of New York (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature of this First Supplemental Indenture or the Senior Notes shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

*[Remainder of page intentionally left blank; Signatures follow]*

VERISIGN, INC.

By: /s/ George E. Kilguss, III

Name: George E. Kilguss, III

Title: Executive Vice President and Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Michael W. McGuire

Name: Michael W. McGuire

Title: Vice President, Global Corporate Trust

*[Signature Page to First Supplemental Indenture]*

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Form of Senior Note

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE REFERRED TO HEREIN.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE OBLIGOR OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

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No.

\$

2.700% Senior Notes due 2031

CUSIP No.

ISIN No.

VERISIGN, INC., a Delaware corporation, promises to pay to Cede & Co., or registered assigns, the principal sum listed on the Schedule of Increases or Decreases in Global Note attached hereto on June 15, 2031.

Interest Payment Dates: June 15 and December 15, commencing .

Record Dates: June 1 and December 1.

Additional provisions of this Senior Note are set forth on the other side of this Senior Note.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed.

VERISIGN, INC.

By: \_\_\_\_\_

Name:

Title:

Dated:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee, certifies that this is one of  
the Senior Notes referred  
to in the First Supplemental Indenture.

By: \_\_\_\_\_  
Authorized Signatory

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The initial principal amount of this Global Note is \$ . The following increases or decreases in this Global Note have been made:

<b>Date of Exchange</b>	<b>Amount of decrease in Principal Amount of this Global Note</b>	<b>Amount of increase in Principal Amount of this Global Note</b>	<b>Principal amount of this Global Note following such decrease or increase</b>	<b>Signature of authorized signatory of Trustee</b>
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1. Interest

VERISIGN, INC., a Delaware corporation (such corporation, and its successors and assigns under the Indenture hereinafter referred to, being herein called the “Obligor”), promises to pay interest on the principal amount of this Senior Note at the rate per annum shown above. The Obligor shall pay interest semiannually on June 15 and December 15 of each year, commencing . The Record Dates for payment of interest shall be June 1 and December 1 of each year (whether or not a Business Day). Interest on this Senior Note shall accrue from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from until the principal hereof is due. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment

The Obligor shall pay interest on this Senior Note (except defaulted interest) to the Persons who are registered Holders at the close of business on the Record Date. Holders must surrender this Senior Note to a Paying Agent to collect principal payments. Payments in respect of this Senior Note represented by a Global Note (including principal, premium, if any, and interest) shall be made in immediately available funds to DTC or its nominees, as the case may be, as the Holder of such Global Note. The Obligor shall make all payments in respect of any certificated Senior Note in definitive form (including principal, premium, if any, and interest) at the office of the Paying Agent, except that, at the option of the Obligor, payment of interest may be made by mailing a check to the registered address of each Holder thereof or, upon request of a Holder of at least \$1,000,000 aggregate principal amount of Senior Notes, by wire transfer to an account located in the United States by the payee.

3. Paying Agent and Registrar

Initially, U.S. Bank National Association, a national banking association (the “Trustee”), shall act as Paying Agent and Registrar. The Obligor may act as Paying Agent.

4. Indenture

The Obligor issued this Senior Note under an Indenture dated as of June 8, 2021 (the “Base Indenture”), between the Obligor and the Trustee, as supplemented by the First Supplemental Indenture, dated as of June 8, 2021 (the “First Supplemental Indenture”; and the Base Indenture, as supplemented by the First Supplemental Indenture, the “Indenture”). The terms of this Senior Note include those stated in the Indenture, and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbb) as in effect on the date of the Indenture (the “TIA”). Terms defined in the Indenture and not defined herein have the meanings ascribed thereto in the Indenture. This Senior Note is subject to all terms and provisions of the Indenture, and Holders (as defined in the Indenture) are referred to the Indenture and the TIA for a statement of such terms and provisions. In the event of a conflict between any provision of this Senior Note and the Indenture, the Indenture shall govern such provision.

This Senior Note is a senior unsecured obligation of the Obligor of which an unlimited aggregate principal amount may be at any one time Outstanding. The Indenture imposes certain limitations on the ability of the Obligor and any Restricted Subsidiary to, among other things, create or incur Liens and enter into certain Sale-Leaseback Transactions. The Indenture also imposes limitations on the ability of the Obligor to consolidate or merge with or into any other Person or convey, transfer or lease all or substantially all its property.

5. Optional Redemption

Prior to March 15, 2031 (three months prior to the Maturity Date of the Senior Notes) (the "Par Call Date"), the Obligor may redeem this Senior Note at its option at any time in whole or in part upon at least 10 days, but not more than 60 days, prior notice given by mail (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) to the registered address of each Holder of the Senior Notes to be redeemed. If the Obligor elects to redeem this Senior Note, it will pay a Redemption Price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest thereon to, but excluding, the Redemption Date:

- 100% of the aggregate principal amount of this Senior Note; or
- the sum of the present values of the Remaining Scheduled Payments.

In determining the present values of the Remaining Scheduled Payments the Obligor shall discount such payments to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at a discount rate equal to the Treasury Rate plus 20 basis points.

In addition, at any time and from time to time, on or after the Par Call Date, the Obligor may redeem the Senior Notes at its option, either in whole or in part, upon at least 10 days, but not more than 60 days, prior notice given by mail (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) to the registered address of each Holder of the Senior Notes to be redeemed, at a redemption price equal to 100% of the aggregate principal amount of the Senior Notes to be redeemed on the Redemption Date, plus accrued and unpaid interest on such Senior Notes to, but excluding, the Redemption Date.

6. Sinking Fund

This Senior Note is not subject to any sinking fund.

7. Notice of Redemption

If the Obligor elects to redeem this Senior Note, it shall provide adequate notice to the Trustee and it shall furnish an (i) Officer's Certificate setting forth (1) the Redemption Date, (2) the principal amount to be redeemed, and (3) the CUSIP and/or ISIN numbers of the Senior Notes and (ii) Opinion of Counsel to the Trustee.



Notice of redemption to the Holders of this Senior Note at the option of the Obligor shall be given by first-class mail, postage prepaid (or to the extent permitted or required by applicable DTC procedures or regulations with respect to global notes, sent electronically) not fewer than 10 nor more than 60 days prior to the Redemption Date to each such Holder at such Holder's last address appearing in the Senior Note Register.

Notice of any redemption to the Holders of this Senior Note in connection with a transaction or an event may, at the Obligor's discretion, be given prior to the completion or the occurrence thereof. Notice of any redemption to the Holders of this Senior Note may, at the Obligor's discretion, be given subject to one or more conditions precedent, including, but not limited to, completion of a corporate transaction that is pending (such as an equity or equity-linked offering, an incurrence of Indebtedness or an acquisition or other strategic transaction involving a change of control in the Obligor or another entity). If such redemption is so subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived on or prior to the business day immediately preceding the relevant Redemption Date.

8. Repurchase of this Senior Note at the Option of Holders upon Change of Control Repurchase Event

If a Change of Control Repurchase Event occurs, unless the Obligor has exercised its right to redeem this Senior Note as described in the Indenture, the Obligor will be required to make an offer to each Holder of this Senior Note to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000 in excess thereof) of the applicable percentage of this Senior Note at a repurchase price in cash equal to 101% of the aggregate principal amount of such percentage of this Senior Note plus any accrued and unpaid interest on this Senior Note repurchased to, but excluding, the date of repurchase, as provided in, and subject to the terms of, the Indenture.

9. Denominations; Transfer; Exchange

Senior Notes may be issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. A Holder may transfer or exchange this Senior Note in accordance with the Indenture. Upon any transfer or exchange, the Obligor and the Trustee may require a Holder, among other things, to furnish appropriate endorsements or transfer documents and to pay any taxes required by law or permitted by the Indenture. The Obligor need not register the transfer of or exchange this Senior Note if selected for redemption (except, in the event it will be redeemed in part, the portion not to be redeemed) or to transfer or exchange this Senior Note for a period of 10 days prior to mailing or providing a notice of redemption of Senior Notes to be redeemed.

10. Persons Deemed Owners

With certain exceptions, the registered Holder of this Senior Note may be treated as the owner of it for all purposes.

11. Unclaimed Money

If money for the payment of principal or interest, if any, remains unclaimed for two years, the Trustee shall pay the money back to the Obligor at its request. After any such payment, Holders entitled to the money must look to the Obligor for payment as unsecured general creditors and the Trustee and the Paying Agent shall have no further liability with respect to such monies.

12. Discharge and Defeasance

Subject to certain conditions, the Obligor at any time may terminate some of or all its obligations under this Senior Note and the Indenture if the Obligor deposits with the Trustee U.S. dollars or non-callable U.S. Government Obligations for the payment of principal of, premium, if any, and interest on, this Senior Note to redemption or maturity, as the case may be.

13. Amendment, Waiver

Subject to certain exceptions set forth in the Indenture, (i) the Indenture may be amended under certain circumstances with the written consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Senior Notes and (ii) certain defaults may be waived with the written consent of the Holders of at least a majority in principal amount of the Outstanding Senior Notes. Subject to certain exceptions set forth in the Indenture, without the consent of the Holders of any Senior Notes, the Obligor and the Trustee may amend the Indenture: (i) to evidence the succession of another Person to the Obligor and the assumption by any such successor of the covenants of the Obligor under the Indenture and the Senior Notes; (ii) to add to the covenants of the Obligor for the benefit of Holders of the Senior Notes or to surrender any right or power conferred upon the Obligor; (iii) to add any additional events of default for the benefit of Holders of the Senior Notes; (iv) to add to or change any of the provisions of the Indenture as necessary to permit or facilitate the issuance of Senior Notes in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Senior Notes in uncertificated form; (v) to secure the Senior Notes or add guarantees with respect to the Senior Notes; (vi) to add or appoint a successor or separate Trustee; (vii) to cure any ambiguity, defect or inconsistency; provided that the interests of the Holders of the Senior Notes are not adversely affected in any material respect; (viii) to supplement any of the provisions of the Indenture as necessary to permit or facilitate the defeasance and discharge of Senior Notes; provided that the interests of the Holders of the Senior Notes are not adversely affected in any material respect; (ix) to make any other change that would not adversely affect the Holders of the Senior Notes; (x) to make any change necessary to comply with any requirement of the Commission in connection with the qualification of the Indenture or any supplemental Indenture under the TIA; (xi) to conform the Indenture to the section entitled "Description of Notes" in the prospectus supplement dated May 24, 2021 relating to the Senior Notes; and (xii) to reflect the issuance of additional Senior Notes as permitted by Section 2.01 and Section 2.02 of the Base Indenture.

14. Defaults and Remedies

If any Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Obligor) with respect to this Senior Note occurs and is continuing, then either the Trustee or the Holders of not less than 25% in aggregate principal amount of the Outstanding Senior Notes may declare the principal of all Outstanding Senior Notes, and the interest to the date of acceleration, if any, accrued thereon, to be immediately due and payable by notice in writing to the Obligor (and to the Trustee if given by Holders) specifying the Event of Default. If an Event of Default relating to a merger or certain events of bankruptcy, insolvency or reorganization of the Obligor occurs, then the principal amount of all the Senior Notes then Outstanding and interest accrued thereon, if any, shall become and be immediately due and payable without any declaration or other act on the part of the Trustee or the Holders of the Senior Notes, to the fullest extent permitted by applicable law.

Under certain circumstances, the Holders of a majority in principal amount of the Outstanding Senior Notes may rescind any such acceleration with respect to the Senior Notes and its consequences.

No Holder of this Senior Note may institute any action, unless and until: (i) such Holder has given the Trustee written notice of a continuing Event of Default with respect to the Senior Notes; (ii) the Holders of at least 25% in aggregate principal amount of the Outstanding Senior Notes have made a written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder; (iii) such Holder or Holders has or have offered the Trustee such reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (iv) the Trustee has failed to institute any such proceeding for 60 days after its receipt of such notice, request and offer of indemnity; and (v) no inconsistent direction has been given to the Trustee during such 60-day period by the Holders of a majority in aggregate principal amount of the Outstanding Senior Notes.

15. Trustee Dealings with the Obligor

Subject to certain limitations imposed by the TIA, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of this Senior Note and may otherwise deal with the Obligor with the same rights it would have if it were not Trustee.

16. Authentication; Counterparts

This Senior Note shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code of the State of New York, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature of this Senior Note shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Senior Note may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

17. Governing Law

**THIS SENIOR NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

18. CUSIP and ISIN Numbers

The Obligor has caused CUSIP and ISIN numbers to be printed on this Senior Note and has directed the Trustee to use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on this Senior Note or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.