As filed with the Securities and Exchange Commission on May 22, 2003

Registration No. 333-

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

LIMITED BRANDS, INC.

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE	5621	31-1029810
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

Three Limited Parkway
P.O. Box 16000
Columbus, Ohio 43216
(614) 415-7000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

SAMUEL P. FRIED, ESQ.
Senior Vice President, General Counsel and Secretary
Limited Brands, Inc.
Three Limited Parkway, P.O. Box 16000
Columbus, Ohio 43216
(614) 415-7000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Sarah Beshar
Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
(212) 450-4000
Fax: (212) 450-3800

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement, as determined by market conditions and other factors.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, please check the following box. [X].

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

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

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

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

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered (6)	Proposed Maximum Offering Price Per Unit (6) (7)	Proposed Maximum Aggregate Offering Price(6) (7)(8)	Amount of Registration Fee
Common Stock, $0.50 par value; Preferred Stock, $1.00 par value; Depositary Shares(1); Debt Securities; Warrants (2); Purchase Contracts(3); Units(4); Total(5)	$500,000,000	100%	$500,000,000	$40,450

(1) Represents depositary shares, evidenced by depositary receipts, issued pursuant to a deposit agreement. In the event the Registrant issues fractional interests in shares of the preferred stock registered hereunder, depositary receipts will be distributed to purchasers of such fractional interests, and such shares of preferred stock will be issued to a depositary under the terms of a deposit agreement.

(2) There are being registered hereby such indeterminate number of Warrants as may be issued at indeterminate prices. Such Warrants may be issued together with any of the securities registered hereby. Warrants may be exercised to purchase any of the other securities registered hereby or to purchase or sell (i) securitie s of an entity unaffiliated with the Registrant, a basket of such securities, an index or indices of such securities or any combination of the above, (ii) currencies or (iii) commodities.

(3) There are being registered hereby such indeterminate number of Purchase Contracts as may be issued at indeterminate prices. Such Purchase Contracts may be issued together with any of the other securities being registered hereby. Purchase Contracts may require the holder thereof to purchase or sell any of the other securities registered hereby or to purchase or sell (i) securities of an entity unaffiliated with the Registrant, a basket of such securities, an index or indices of such securities or any combination of the above, (ii) currencies or (iii) commodities.

(4) There are being registered hereby such indeterminate number of Units as may be issued at indeterminate prices. Units may consist of any combination of the securities being registered hereby.

(5) This registration statement also registers such indeterminate amounts of securities as may be issued upon conversion, exercise or settlement of, or in exchange for, the securities registered hereunder and, pursuant to Rule 416(a) under the Securities Act of 1933, as amended, such indeterminable number of shares as may be issued from

time to time as a result of anti-dilution provisions thereof or upon conversion or exchange as a result of stock splits, stock dividends or similar transactions.

(6) Represents an indeterminate number or aggregate principal amount of the securities being registered for issuance at various times and at indeterminate prices, with an aggregate public offering price not to exceed $500,000,000 or the equivalent thereof in one or more currencies, foreign currency units or composite currencies. Such amount represents the issue price rather than the principal amount of any debt securities issued at original issue discount or liquidation value of any shares of preferred stock.

(7) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457 under the Securities Act of 1933.

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

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

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting offers to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED ,

PROSPECTUS

$500,000,000

LIMITED BRANDS, INC.

COMMON STOCK
PREFERRED STOCK
DEPOSITARY SHARES
DEBT SECURITIES
WARRANTS
PURCHASE CONTRACTS
UNITS

This prospectus relates to common stock, preferred stock, depositary shares, debt securities, warrants, purchase contracts and units that Limited Brands, Inc. may sell from time to time in one or more offerings. The aggregate public offering price of the securities we may sell in these offerings will not exceed $500,000,000. This prospectus will allow us to issue securities over time.

We will provide a prospectus supplement each time we issue securities, which will inform you about the specific terms of that offering and may also supplement, update or amend information contained in this document. You should read this prospectus and the applicable prospectus supplement carefully before you invest.

Our common stock is listed on the New York Stock Exchange under the symbol “LTD.” We have not yet determined whether any of the other securities that may be offered by this prospectus will be listed on any exchange, inter-dealer quotation system or over-the-counter market. If we decide to seek the listing of any such securities upon issuance, the prospectus supplement relating to those securities will disclose the exchange, quotation system or market on which the securities will be listed.

Investing in our securities involves risk. See “Risk Factors” beginning on page 4 of this prospectus.

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

The date of this prospectus is ,

In this prospectus the terms “Limited Brands,” “we,” “us” and “our” refer to Limited Brands, Inc.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the SEC utilizing a “shelf” registration process. Under this shelf process, we may sell the securities described in this prospectus in one or more offerings up to a total dollar amount of $500,000,000. This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The prospectus supplement may also add, update or change information contained in this prospectus. Yo u should read both this prospectus and any prospectus supplement together with additional information described under the heading “Where You Can Find More Information.”

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC’s web site at http://www.sec.gov. You may also read and copy any document we file at the SEC’s public reference rooms in Washington, D.C. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms.

The SEC allows us to incorporate by reference the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the document s listed below and any future filings we make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 until we sell all of the securities:

- Annual Report on Form 10-K for the year ended February 1, 2003 (including the portions of the proxy statement for our annual meeting of stockholders to be held on May 19, 2003 incorporated by reference therein).
- Current Report on Form 8-K filed on February 12, 2003.
- Current Report on Form 8-K filed on March 4, 2003 and Amendment No. 1 on Form 8 -K/A filed on April 22, 2003.
- Current Report on Form 8-K filed on April 7, 2003.
- The description of our capital stock contained in the Form 8 Amendment to Form 8-A, filed on September 11, 1989, as amended.

You may request a copy of these filings, at no cost, by writing or telephoning us at our principal executive offices at the following address:

Limited Brands, Inc.
Three Limited Parkway
P.O. Box 16000
Columbus, Ohio 43216
(614) 415-7076

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

DISCLOSURE ABOUT FORWARD-LOOKING STATEMENTS

This prospectus contains or incorporates by reference forward-looking statements. Investors are cautioned that such forward-looking statements involve risks and uncertainties and are subject to change based on various important factors, many of which are beyond our control. Accordingly, the Company's future performance and financial results may differ materially from those expressed or implied in any such forward-looking statements. Words such as "estimate," "project," "plan," "believe," "expect," "anticipate," "intend" and similar expressions may identify forward-looking statements.

All forward-looking statements are qualified by the risks described in the documents incorporated by reference or any supplement to this prospectus which, if they develop into actual events, could have a material adverse effect on our businesses, financial condition or results of operations. In addition, investors should consider the other information contained in or incorporated by reference into this prospectus and any prospectus supplement.

We are not under any obligation and do not intend to make publicly available any update or other revisions to any of the forward-looking statements contained in this prospectus to reflect circumstances existing after the date of this prospectus or to reflect the occurrence of future events even if experience or future events make it clear that any expected results expressed or implied by those forward-looking statements will not be realized.

LIMITED BRANDS, INC.

Limited Brands, Inc., a Delaware corporation formerly known as The Limited, Inc., sells women's and men's apparel, women's intimate apparel and personal care products under various trade names through its specialty retail stores and direct response (catalog and e-commerce) businesses. Merchandise is targeted to appeal to customers in various market segments that have distinctive consumer characteristics. Limited Brands, Inc., including Victoria's Secret, Bath and Body Works, Express, Express Men's, Limited Stores, White Barn Candle Co. and Henri Bendel, presently operates approximately 4,000 specialty stores. Victoria's Secret products are also available through its catalog and www.VictoriasSecret.com.

Limited Brands was re-incorporated as The Limited, Inc. under the laws of Delaware in 1982, changed its name to Limited Brands, Inc. in May 2002, and has its principal executive offices at Three Limited Parkway, P.O. Box 16000, Columbus, Ohio 43216. Our Investor Relations telephone number is 614-415-7076. Internet users can obtain information about Limited Brands and its services at www.limitedbrands.com. However, the information on our website and on the Victoria's Secret website is not a part of this prospectus.

RISK FACTORS

Investing in our securities may involve risks. You should carefully consider the specific factors discussed under the caption "Risk Factors" in the applicable prospectus supplement, together with all the other information contained in the prospectus supplement or appearing or incorporated by reference in this prospectus. You should also consider the risks, uncertainties and assumptions discussed under the caption "Cautionary Statements Relating To Forward-Looking Information" filed as an exhibit to our annual report on Form 10-K for the year ended February 1, 2003, which is incorporated by reference in this prospectus, and which may be amended, supplemented or superseded from time to time by other reports we file with the SEC in the future.

USE OF PROCEEDS

Except as otherwise set forth in a prospectus supplement, we intend to use the net proceeds from the sale of the securities for general corporate purposes, which could include repayments of outstanding debt, and for business acquisitions or investments.

RATIOS OF EARNINGS TO FIXED CHARGES

The table below sets forth our ratios of earnings to fixed charges for the periods indicated. The ratios have been calculated based upon earnings from continuing operations before fixed charges and taxes on income. Fixed charges include interest and an estimate of the portion of minimum rentals that represents interest.

For the Fiscal Years Ended				
February 1, 2003	**February 2, 2002**	**February 3, 2001**	**January 29, 2000**	**January 30, 1999**
5.31	5.82	4.63	4.40	10.79

For the purpose of calculating the ratios of earnings to fixed charges, we calculate earnings by adding fixed charges to pre-tax income from continuing operations before minority interests in consolidated subsidiaries and income or loss from equity investees. Fixed charges include total interest and a portion of rentals, which we believe is representative of the interest factor of our rental expense. Pre-tax income includes the effect of the following special items:

In the fiscal year ended February 1, 2003: (1) a $33.8 million non-cash, special and nonrecurring charge resulting from the Intimate Brands, Inc. recombination and (2) a $6.1 million gain resulting from the sale of our interest in Charming Shoppes, Inc. common stock.

In the fiscal year ended February 2, 2002: (1) a $170.0 million gain from the sale of Lane Bryant and (2) an aggregate gain of $62.1 million from the initial public offerings of Galyan's Trading Company Inc. and Alliance Data Systems Corp.

In the fiscal year ended February 3, 2001: a $9.9 million charge to close Bath & Body Works' nine stores in the United Kingdom.

In the fiscal year ended January 29, 2000: (1) the reserve reversal of $36.6 million related to downsizing costs for Henri Bendel; (2) an $11.0 million gain from the sale of our 60% majority interest in Galyan's Trading Company Inc.; and (3) a $13.1 million charge for transaction costs related to the Limited Too spin-off.

In the fiscal year ended January 30, 1999: (1) a $l.651 billion tax-free gain on the split-off of Abercrombie & Fitch; (2) a $93.7 million gain from the sale of our remaining interest in Brylane, Inc.; and (3) a $5.1 million charge for associate termination costs of Henri Bendel.

DESCRIPTION OF CAPITAL STOCK

The following summary of the terms of our capital stock is not meant to be complete and is qualified by reference to our certificate of incorporation and by-laws. Copies of our certificate of incorporation and by-laws are incorporated by reference and will be sent upon request. See "Where You Can Find More Information."

Authorized Capital Stock

Under our charter, our authorized capital stock consists of:

- 1,000,000,000 shares of common stock with $.50 par value,
- 10,000,000 shares of preferred stock with $1.00 par value, and
- On April 30, 2003, there were outstanding:
  - 521,652,535 shares of our common stock;
  - employee stock options to purchase an aggregate of approximately 46,417,147 shares of our common stock; and
  - no shares of our preferred stock.

Our common stock is listed for trading on the New York Stock Exchange under the trading symbol "LTD."

Common Stock

Common Stock Outstanding

The outstanding shares of common stock are, and any shares of common stock issued will be, duly authorized, validly issued, fully paid and nonassessable.

Voting Rights

Each holder of common stock is entitled to one vote for each share of common stock held of record on the applicable record date on all matters submitted to a vote of stockholders. Holders of common stock do not have cumulative voting rights.

Dividend Rights

Subject to the rights of any shares of preferred stock which may at the time be outstanding, holders of common stock are entitled to receive dividends as may be declared from time to time by our Board of Directors out of funds legally available therefor.

Rights upon Liquidation or Dissolution

In the event of liquidation or dissolution, each share of common stock is entitled to share pro rata in any distribution of our assets after payment or providing for the payment of liabilities and the liquidation preference of any outstanding preferred stock. Holders of our common stock have no preferential, preemptive, conversion or redemption rights.

Preferred Stock

The following summary contains a description of some of the principal terms of our preferred stock. This description of the principal provisions of our preferred stock does not purport to be complete and is subject to and qualified in its entirety by reference to the applicable provisions of our certificate of incorporation relating to each particular series of preferred stock. The particular terms of any series of preferred stock we offer, including the extent to which the terms described below may apply to that series of preferred stock, will be described in a prospectus supplement relating to that series of preferred stock.

Serial Preferred Stock

Under our certificate of incorporation, without further stockholder action, our Board of Directors is authorized to provide for the issuance of up to 10,000,000 shares of preferred stock. Preferred stock may be issued in one or more series, with such designations of titles, dividend rates, any redemption provisions, special or relative rights in the event of liquidation, dissolution, distribution or winding-up of Limited Brands, Inc., any sinking fund provisions, any conversion provisions, any voting rights, and any other preferences, privileges, powers, rights, qualifications, limitations and restrictions as shall be set forth as and when established by our Board of Directors.

The shares of any series of serial preferred stock will be, when issued, fully paid and nonassessable and the holders will have no preemptive rights in connection with the preferred stock.

Blank Check Preferred Stock

Under our certificate of incorporation, our Board of Directors has the authority, without stockholder approval, to create one or more classes or series within a class of preferred stock, to issue shares of preferred stock in such class or series up to the maximum number of shares of the relevant class or series of preferred stock authorized, and to determine the preferences, rights, privileges and restrictions of any such class or series, including the dividend rights, voting rights, the rights and terms of redemption, the rights and terms of conversion, liquidation preferences, the number of shares constituting any such class or series and the designation of such class or series. Acting under this authority, our Board of Directors could create and issue a class or series of preferred stock with rights, privileges or restrictions, and adopt a stockholder rights plan having the effect of, discriminating against an existing or prospective holder of securities as a result of such stockholder beneficially owning or commencing a tender offer for a substantial amount of our common stock. One of the effects of authorized but unissued and unreserved shares of capital stock may be to render more difficult or discourage an attempt by a potential acquiror to obtain control of Limited Brands, Inc. by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management. The issuance of such shares of capital stock may have the effect of delaying, deferring or preventing a change in control of Limited Brands, Inc. without any further action by our stockholders. We have no present intention to adopt a stockholder rights plan, but could do so without stockholder approval at any future time.

Depositary Shares

We may, at our option, elect to offer fractional shares of preferred stock rather than full shares of preferred stock. If we exercise this option, we will issue to the public receipts for depositary shares, and each of these

depositary shares will represent a fraction (to be set forth in the applicable prospectus supplement) of a share of a particular series of preferred stock.

The shares of any series of preferred stock underlying the depositary shares will be deposited under a deposit agreement between us and a bank or trust company selected by us. The depositary will have its principal office in the United States and a combined capital and surplus of at least $50,000,000. Subject to the terms of the deposit agreement, each owner of a depositary share will be entitled, in proportion to the applicable fraction of a share of preferred stock underlying the depositary share, to all of the rights and preferences of the preferred stock underlying that depositary share. Those rights may include dividend, voting, redemption, conversion and liquidation rights.

The depositary shares will be evidenced by depositary receipts issued under a deposit agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock underlying the depositary shares, in accordance with the terms of the offering. We will describe the materials terms of the deposit agreement, the depositary shares and the depositary receipts in a prospectus supplement relating to the depositary shares. You should also refer to the forms of the deposit agreement and depositary receipts that will be filed with the SEC in connection with the offering of the specific depositary shares.

DESCRIPTION OF DEBT SECURITIES

The following description of the terms of the debt securities provides certain general terms and provisions of the debt securities to which any prospectus supplement may relate. We will describe in any prospectus supplement the particular terms of the debt securities offered and the extent, if any, to which the general provisions apply to the debt securities.

We will issue the debt securities under an indenture, dated as of March 15, 1988, between us and The Bank of New York, as trustee. A copy of the indenture is filed as an exhibit to the registration statement to which this prospectus relates. The following summary of the indenture does not purport to be complete and is subject to, and qualified in its entirety by reference to, the indenture. Numerical references in parentheses below are to sections in the indenture. Wherever we refer to particular sections of, or defined terms in, the indenture, we intend that these sections or defined terms shall be incorporated herein by reference.

General

The debt securities will be unsecured general obligations of Limited Brands, Inc. and will constitute either senior or subordinated debt of Limited Brands, Inc. As a holding company, our principal source of funds is dividends and advances from subsidiaries. Also, because we are a holding company, our rights and the rights of o ur creditors, including the holders of debt securities, to participate in the assets of any subsidiary upon the subsidiary's liquidation or reorganization would be subject to the prior claims of such subsidiary's creditors, except to the extent that Limited Brands, Inc. may itself be a creditor with allowable claims against the subsidiary.

The indenture provides that the debt securities may be issued from time to time in one or more series. We may authorize the issuance and provide for the terms of a series of debt securities pursuant to a supplemental indenture or pursuant to a resolution of our Board of Directors, any duly authorized committee of the Board of Directors or any committee of officers or other representatives of Limited Brands, Inc. duly authorized by the Board of Directors for this purpose.

The indenture provides Limited Brands, Inc. with the ability to "reopen" a previous issue of a series of debt securities and to issue additional debt securities of such series. The indenture does not limit or otherwise restrict the amount of indebtedness which may be issued in accordance with it or that may otherwise be issued by us or any of our subsidiaries. (Sections 301 and 1301)

The indenture does not contain any covenants or provisions that would afford holders of debt securities protection in the event of a highly-leveraged transaction, reorganization, restructuring or similar transaction.

You should refer to the prospectus supplement relating to a particular series of debt securities for the terms of those debt securities, including, where applicable:

- classification as senior or subordinated debt securities;
- ranking of the specific series of debt securities relative to other outstanding indebtedness, including subsidiaries' debt;
- if the debt securities are subordinated, the aggregate amount of outstanding indebtedness, as of a recent date, that is senior to the subordinated securities, and any limitation on the issuance of additional senior indebtedness;
- the designation, aggregate principal amount, currency or currencies and denominations of the debt securities;
- the price (expressed as a percentage of the aggregate principal amount of the debt securities) at which the debt securities will be issued;
- the date or dates of maturity;
- the currency or currencies in which the relevant debt securities are being sold and in which the principal of and any premium and interest on these debt securities will be payable and, if the holders of any of these debt securities may elect the currency in which payments according to such debt securities are to be made, the manner of the election;
- the annual rate or rates (which may be fixed, variable or zero) at which the relevant debt securities will bear interest;
- the date from which the interest on the relevant debt securities will accrue, the dates on which this interest will be payable and the date on which payment of this interest will commence;
- if the amount of payments of principal and premium, if any, or any interest may be determined with reference to an index based on a currency or currencies other than that in which the debt securities are stated to be payable, the manner in which these amounts shall be determined;
- if the amount of payments of principal and premium, if any, or any interest may be determined with reference to an index based on the prices of securities or commodities, with reference to changes in the prices of particular securities or commodities or otherwise by application of a formula, the manner in which this amount shall be determined;
- the dates on which and the price or prices at which the relevant debt securities will, pursuant to any mandatory sinking fund provision, or may, pursuant to any optional redemption or required repayment provisions, be redeemed or repaid and the other terms and provisions of any optional redemption or required repayment;
- whether such debt securities are to be issued in the form of one or more global securities and, if so, the identity of the depositary (see definition below) for such global security or securities;
- the terms of any debt warrants offered together with the relevant debt securities; and
- any other specific terms of or matters relating to the relevant debt securities.

The debt securities will be issuable only in fully registered form without coupons or in the form of one or more global securities, as described below under "global securities." Unless the prospectus supplement specifies otherwise, debt securities denominated in U.S. dollars will be issued only in denominations of U.S. $1,000 and any integral multiple of this amount. The prospectus supplement relating to debt securities denominated in a foreign or composite currency will specify the authorized denominations. (Sections 302 and 305)

If the amount of payments of principal of and premium, if any, or any interest on debt securities of any series is determined with reference to any type of index or formula or changes in prices of particular securities or

commodities, the federal income tax consequences, specific terms and other information with respect to these debt securities and this index or formula, securities or commodities will be described in the relevant prospectus supplement.

If the principal of and premium, if any, or any interest on debt securities of any series are payable in a foreign or composite currency, the restrictions, elections, federal income tax consequences, specific terms and other information with respect to such debt securities and such currency will be described in the relevant prospectus supplement.

Holders of debt securities (other than global securities) may present them for transfer (with the form of transfer endorsed thereon duly executed) or exchange for other debt securities of the same series at the office of any transfer agent or such other agency as may be designated by Limited Brands, Inc. without service charge and upon payment of any taxes and other governmental charges as described in the indenture. (Section 305)

Payment of principal of and premium, if any, on debt securities will be made in the designated currency against surrender of any debt securities at the Corporate Trust Office of the trustee in The City of New York. Unless otherwise indicated in the prospectus supplement, payment of any installment of interest on debt securities will be made to the person in whose name a relevant debt security is registered at the close of business on the regular record date for such interest. Unless otherwise indicated in the prospectus supplement, payments of such interest will be made at the Corporate Trust Office of the trustee in The City of New York or by a check in the designated currency mailed to the holder at such holder's registered address. (Sections 307 and 501)

All moneys paid by us to a paying agent for the payment of principal of, or premium, if any, or interest on any debt security that remain unclaimed at the end of two years after such principal, premium or interest shall have become due and payable will be repaid to us, and the holder of such debt security will thereafter look only to us for payment thereof. (Section 503)

Debt securities may be issued as original issue discount securities to be offered and sold at a substantial discount below their stated principal amount. Federal income tax consequences and other special considerations applicable to any original issue discount securities will be described in the relevant prospectus supplement. "Original issue discount security" means any debt security that provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof upon the occurrence of an event of default and the continuation thereof. (Section 101)

Global Securities

The debt securities of a series may be issued in the form of one or more fully registered global securities that will be deposited with, or on behalf of, a depositary identified in the prospectus supplement relating to such series. In such case, one or more global securities will be issued in a denomination or aggregate denominations equal to the aggregate principal amount of outstanding debt securities of the series represented by such global security or securities. Unless and until it is exchanged in whole or in part for debt securities in definitive registered form, a global security may not be transferred except as a whole by a depositary for such global security 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 of such depositary or a nominee of such successor. (Section 303)

The specific terms of the depositary arrangement with respect to a series of debt securities will be described in the prospectus supplement relating to such series. We anticipate that the following provisions will apply to all depositary arrangements.

Upon the issuance of a global security, the depositary for such global security will credit, on its book-entry registration and transfer system, the respective principal amounts of the debt securities represented by such global security to the accounts of persons that have accounts with such depositary ("participants"). The accounts to be credited shall be designated by the underwriters or agents with respect to such debt securities or by us if such securities are offered and sold directly by us. Ownership of beneficial interests in a global security will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in a global

security will be shown on, and the transfer of that ownership will be effected only through, records maintained by the depositary for such global security or by participants or persons that hold beneficial interests through participants. The laws of some states require that certain purchasers of s ecurities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to transfer beneficial interests in a global security.

So long as the depositary for a global security, or its nominee, is the registered owner of such global security, such depositary or such nominee, as the case may be, will be considered the sole owner or holder of the debt securities represented by such global security for all purposes under the indenture. Except as set forth below, owners of beneficial interests in a global security will not be entitled to have debt securities of the series represented by such global security registered in their names, will not receive or be entitled to receive physical delivery of debt securities of such series in definitive form and will not be considered the owners or holders of any debt securities under the indenture.

Principal, premium, if any, and interest payments on debt securities registered in the name of a depositary or its nominee will be made to the depositary or its nominee, as the case may be, as the registered owner of a global security representing such debt securities. Limited Brands, Inc., the trustee or any paying agent for such debt securities will not have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in the global security or securities for such debt securities or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. (Section 308)

We expect that the depositary for a series of debt securities, upon receipt of any payment of principal, premium or interest, will credit immediately participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global security or securities for such debt securities as shown on the records of such depositary. We also expect that payments by participants to owners of beneficial interests in such global security or securities held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

If a depositary for a series of debt securities is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by us within ninety days, we will issue debt securities of such series in definitive form in exchange for the global security or securities representing such series of securities. In addition, we may at any time and in our sole discretion determine not to have the debt securities of a series represented by one or more global securities and, in such event, will issue debt securities of such series in definitive form in exchange for the global security or securities representing such series of debt securities. (Section 305)

Further, if we make this decision with respect to the debt securities of a series, an owner of a beneficial interest in a global security representing debt securities of such series may, on terms acceptable to us and the depositary for such global security, receive debt securities of such series in definitive form. In any such instance, an owner of a beneficial interest in a global security will be entitled to have debt securities of the series represented by such global security equal in principal amount to such beneficial interest registered in its name and will be entitled to physical delivery of such debt securities in definitive form. Debt securities of such series so issued in definitive form will, except as set forth in the applicable prospectus supplement, be issued in denominations of $1,000 and integral multiples of such amount and will be issued in registered form only without coupons. (Section 305)

Limitations on Liens

We have agreed under the indenture that we will not, and will not permit any subsidiary (as defined below) to, incur, issue, assume or guarantee any indebtedness for money borrowed if such indebtedness is secured by a pledge of, lien on or security interest in any shares of voting stock (as defined below) of any significant subsidiary (as defined

below), whether such voting stock is now owned or is hereafter acquired, without providing that each series of debt securities issued under the indenture (together with, if we shall so determine, any other indebtedness or obligations of Limited Brands, Inc. or any subsidiary ranking equally with such debt securities and then existing or thereafter created) shall be secured equally and ratably with such indebtedness. The foregoing limitation shall not apply to indebtedness secured by a pledge of, lien on or security interest in any shares of voting stock of any corporation at the time it becomes a significant subsidiary. (Section 504)

The term "subsidiary" means any corporation of which securities entitled to elect at least a majority of the corporation's directors shall at the time be owned, directly or indirectly, by us or one or more other subsidiaries, or by us and one or more other subsidiaries. (Section 101)

The term "significant subsidiary" means a subsidiary (treated for purposes of this definition on a consolidated basis together with its subsidiaries) which meets any of the following conditions:

- our and our other subsidiaries' investments in and advances to the subsidiary exceed ten percent of the total assets of ours and our subsidiaries consolidated as of the end of the most recently completed fiscal year;
- our and our other subsidiaries' proportionate share of the total assets (after intercompany eliminations) of the subsidiary exceeds ten percent of the total assets of ours and our subsidiaries consolidated as of the end of the most recently completed fiscal year; or
- our and our other subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principles of the subsidiary exceeds ten percent of s uch income of ours and our subsidiaries consolidated for the most recently completed fiscal year. (Section 504)

The term "voting stock" means capital stock the holders of which have general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of a corporation; provided that, for the purpose of such definition, capital stock which carries only the right to vote conditioned on the occurrence of an event shall not be considered voting stock whether or not such event shall have occurred. (Section 504)

Limitations on Mergers and Sales of Assets

We have agreed under the indenture not to consolidate with or merge into another corporation, or sell other than for cash or lease all or substantially all our assets to another corporation, or purchase all or substantially all the assets of another corporation, unless

- either Limited Brands, Inc. is the continuing corporation or the successor corporation (if other than Limited Brands, Inc.) expressly assumes by supplemental indenture the obligations of the debt securities (in which case, except in the case of such a lease, we will be discharged from these obligations) and
- immediately after the merger, consolidation, sale or lease, we or the successor corporation (if other than us) would not be in default in the performance of any covenant or condition of the indenture. (Sections 505 and 1401)

Modification of the Indenture

The indenture contains provisions permitting us and the trustee, without the consent of the holders of debt securities, to establish, among other things, the form and terms of any series of debt securities issuable under the indenture by one or more supplemental indentures and, with the consent of the holders of not less than a majority in aggregate principal amount of the debt securities at the time outstanding of each series which are affected thereby, to modify the indenture or any supplemental indenture or the rights of the holders of the debt securities of such series to be affected; provided that no such modification will

- extend the fixed maturity of any debt securities, reduce the rate or extend the time of payment of interest thereon, reduce the principal amount thereof or the premium, if any, thereon, reduce the amount of the principal of original issue discount securities payable on any date, change the coin or currency in which principal of or any premium or interest on any debt securities are payable or impair the right to institute suit for the enforcement of any such payment on or after the maturity thereof, without the consent of the holder of each debt security so affected, or
- reduce the aforesaid percentage of debt securities of any series, the consent of the holders of which is required for any such modification without the consent of the holders of all debt securities of such series then outstanding or

- modify without the written consent of the trustee the rights, duties or immunities of the trustee. (Sections 1301 and 1302)

Defaults

The indenture provides that events of default with respect to any series of debt securities will be:

- default for 30 days in payment of interest upon any debt security of such series;
- default in payment of principal (other than a sinking fund installment) or premium, if any, on any debt security of such series;
- default for 30 days in payment of any sinking fund installment when due by the terms of the debt securities of such series;
- default, for 90 days after notice, in the performance of any other covenant in the indenture (other than a covenant included in the indenture solely for the benefit of a series of debt securities other than such series); and

- certain events of bankruptcy or insolvency. (Section 601)

Additional events of default may be applicable to a series of debt securities if so provided in the supplemental indenture or board resolution applicable to such series. The prospectus supplement will describe any such additional events of default. If an event of default with respect to debt securities of any series should occur and be continuing, either the trustee or the holders of 25% in aggregate principal amount of the debt securities of such series then outstanding may declare each debt security of that series due and payable. (Section 602.) We will be required to file annually with the trustee a statement of an officer as to the fulfillment of our obligations under the indenture during the preceding year. (Section 506)

No event of default with respect to a single series of debt securities issued under the indenture (and under or pursuant to any supplemental indenture or board resolution) necessarily constitutes an event of default with respect to any other series of debt securities. (Section 602)

Holders of a majority in aggregate principal amount of the debt securities of any series then outstanding will be entitled to control certain actions of the trustee under the indenture and to waive past defaults with respect to such series. (Sections 602 and 606) Subject to the provisions of the indenture relating to the duties of the trustee, the trustee will not be under any obligation to exercise any of the rights or powers vested in it by the indenture at the request, order or direction of any of the holders of debt securities, unless one or more of such holders of debt securities shall have offered to the trustee reasonable security or indemnity. (Section 1001)

If an event of default occurs and is continuing with respect to a series of debt securities, any sums held or received by the trustee under the indenture may be applied to reimburse the trustee for its reasonable compensation and expenses incurred prior to any payments to holders of debt securities of such series. (Section 605)

The right of any holder of any series of debt securities to institute an action for any remedy (except such holder's right to enforce payment of the principal of, and premium, if any, and interest on such holder's debt security when due) will be subject to certain conditions precedent, including a written notice to the trustee by such holder of the occurrence of one or more events of default with respect to such series of debt securities, a request to the trustee by the holders of not less than 25% in aggregate principal amount of the debt securities of that series then outstanding to take action and an offer satisfactory to the trustee of security and indemnity against liabilities incurred by it in so doing. (Section 607)

Satisfaction and Discharge of the Indenture

At our request, the indenture will be cancelled by the trustee if all sums due to the trustee under the indenture have been paid in full and

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- all debt securities previously issued have been cancelled or delivered to the trustee for cancellation,
- the principal of and premium, if any, and interest on all debt securities then outstanding have been paid in full or
- funds have been deposited wi th the trustee at the maturity of the debt securities sufficient to pay in full the principal of, and premium, if any, and interest on all debt securities then outstanding. (Sections 1101 and 1102)

Defeasance

If so described in the prospectus supplement relating to debt securities of a specific series, we may discharge our indebtedness and our obligations or terminate certain of our obligations under the indenture with respect to the debt securities of such series by depositing funds or obligations issued or guaranteed by the United States of America with the trustee. The prospectus supplement will more fully describe the provisions, if any, relating to such discharge or termination of obligations. (Sections 1103 and 1104)

Concerning the Trustee

The Bank of New York will be the trustee under the indenture. We have and may from time to time in the future have banking relationships with the trustee in the ordinary course of business.

DESCRIPTION OF WARRANTS

We may issue warrants to purchase our debt or equity securities or securities of third parties or other rights, including rights to receive payment in cash or securities based on the value, rate or price of one or more specified commodities, currencies, securities or indices, or any combination of the foregoing. Warrants may be issued independently or together with any other securities and may be attached to, or separate from, such securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a warrant agent. The terms of any warrants to be issued and a description of the material provisions of the applicable warrant agreement will be set forth in the applicable prospectus supplement.

The applicable prospectus supplement will describe the following terms of any warrants in respect of which this prospectus is being delivered:

- the title of such warrants;
- the aggregate number of such warrants;
- the price or prices at which such warrants will be issued;
- the currency or currencies in which the price of such warrants will be payable;

- the securities or other rights, including rights to receive payment in cash or securities based on the value, rate or price of one or more specified commodities, currencies, securities or indices, or any combination of the foregoing, purchasable upon exercise of such warrants;
- the price at which, and the currency or currencies in which, the securities or other rights purchasable upon exercise of such warrants may be purchased;
- the date on which the right to exercise such warrants shall commence and the date on which such right shall expire;
- if applicable, the minimum or maximum amount of such warrants which may be exercised at any one time;
- if applicable, the designation and term of the securities with which such warrants are issued and the number of such warrants issued with each such security;

- if applicable, the date on and after which such warrants and the related securities will be separately transferable;
- information with respect to book-entry procedures, if any;
- if applicable, a discussion of any material United States Federal income tax considerations; and
- any other terms of such warrants, including terms, procedures and limitations relating to the exchange and exercise of such warrants.

DESCRIPTION OF PURCHASE CONTRACTS

We may issue purchase contracts for the purchase or sale of:

- debt or equity securities issued by us or securities of third parties, a basket of such securities, an index or indices of such securities or any combination of the above as specified in the applicable prospectus supplement;
- currencies; or
- commodities.

Each purchase contract will entitle the holder thereof to purchase or sell, and obligate us to sell or purchase, on specified dates, such securities, currencies or commodities at a specified purchase price, which may be based on a formula, all as set forth in the applicable prospectus supplement. We may, however, satisfy our obligations, if any, with respect to any purchase contract by delivering the cash value of such purchase contract or the cash value of the property otherwise deliverable or, in the case of purchase contracts on underlying currencies, by delivering the underlying currencies, as set forth in the applicable prospectus supplement. The applicable prospectus supplement will also specify the methods by which the holders may purchase or sell such securities, currencies or commodities and any acceleration, cancellation or termination provisions or other provisions relating to the settlement of a purchase contract.

The purchase contracts may require us to make periodic payments to the holders thereof or vice versa, which payments may be deferred to the extent set forth in the applicable prospectus supplement, and those payments may be unsecured or prefunded on some basis. The purchase contracts may require the holders thereof to secure their obligations in a specified manner to be described in the applicable prospectus supplement. Alternatively, purchase contracts may require holders to satisfy their obligations thereunder when the purchase contracts are issued.

DESCRIPTION OF UNITS

As specified in the applicable prospectus supplement, we may issue units consisting of one or more purchase contracts, warrants, debt securities, shares of preferred stock, shares of common stock or any combination of such securities. The applicable prospectus supplement will describe:

- the terms of the units and of the purchase contracts, warrants, debt securities, preferred stock and common stock comprising the units, including whether and under what circumstances the securities comprising the units may be traded separately;
- a description of the terms of any unit agreement governing the units; and
- a description of the provisions for the payment, settlement, transfer or exchange of the units.

PLAN OF DISTRIBUTION

We may sell debt securities and debt warrants, separately or together in units, in any of three ways:

- through underwriters or dealers;
- through agents; or
- directly to a limited number of purchasers or to a single purchaser.

The prospectus supplement with respect to a particular offering of securities will set forth the terms of the offering of such securities, including the name or names of any underwriters or agents, the purchase price of such securities, the proceeds to Limited Brands, Inc. from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price, any discounts or concessions allowed or reallowed or paid to dealers and any securities exchanges on which such securities may be listed.

If underwriters are used in the sale, the securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The securities may be either offered to the public through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Any initial public offering price and any discounts or concessions allowed or reallowed or paid to dealers may be changed from time to time.

Only underwriters named in a prospectus supplement will be deemed to be underwriters in connection with the securities described in such prospectus supplement. Firms not so named will have no direct or indirect participation in the underwriting of such securities, although such a firm may participate in the distribution of such securities under circumstances entitling it to a dealer's commission. We anticipate that any underwriting agreement pertaining to any such securities will:

- entitle the underwriters to indemnification by us against certain civil liabilities under the Securities Act of 1933 or to contribution with respect to payments which the underwriters may be required to make in respect of such liabilities;
- provide that the obligations of the underwriters will be subject to certain conditions precedent; and
- provide that the underwriters generally will be obligated to purchase all such securities if any are purchased.

Securities also may be offered directly by us or through agents designated by us from time to time. Any such agent will be named, and the terms of any such agency (including any commissions payable by us to any such agent) will be set forth, in the prospectus supplement relating to such securities. Unless otherwise indicated in such prospectus supplement, any such agent will act on a best efforts basis for the period of its appointment. Agents named in a prospectus supplement may be deemed to be underwriters (within the meaning of the Securities Act of 1933) of the securities described in such prospectus supplement and, under agreements which may be entered into with us, may be entitled to indemnification by us against certain civil liabilities under the Securities Act of 1933 or to contribution with respect to payments which the agents may be required to make in respect of such liabilities.

We may enter into derivative or other hedging transactions with financial institutions. These financial institutions may in turn engage in sales of common stock to hedge their position, deliver this prospectus in connection with some or all of those sales and use the shares covered by this prospectus to close out any short position created in connection with those sales. We may also sell shares of common stock short using this prospectus and deliver common stock covered by this prospectus to close out such short positions, or loan or pledge common stock to financial institutions that in turn may sell the shares of common stock using this prospectus. We may pledge or grant a security interest in some or all of the common stock covered by this prospectus to support a derivative or hedging position or other obligations and, if we default in the performance of our obligations, t he pledgees or secured parties may offer and sell the common stock from time to time pursuant to this prospectus.

Underwriters and agents may engage in transactions with, or perform services for, Limited Brands, Inc. and its subsidiaries in the ordinary course of business.

If so indicated in a prospectus supplement, we will authorize underwriters or other agents of ours to solicit offers by certain specified entities to purchase securities from us pursuant to contracts providing for payment and delivery at a future date. The obligations of any purchaser under any such contract will not be subject to any conditions except those described in such prospectus supplement. Such prospectus supplement will set forth the commissions payable for solicitations of such contracts.

Underwriters and agents may from time to time purchase and sell securities in the secondary market, but are not obligated to do so, and there can be no assurance that there will be a secondary market for the securities or liquidity in the secondary market if one develops. From time to time, underwriters and agents may make a market in the securities.

LEGAL OPINIONS

Certain legal matters in connection with the securities to be offered by this prospectus will be passed upon for us by Samuel P. Fried, our Senior Vice President, General Counsel and Secretary, and by Davis Polk & Wardwell, New York, New York. Mr. Fried beneficially owns shares of our common stock and options to purchase shares of our common stock.

EXPERTS

The financial statements incorporated in this prospectus by reference to the Annual Report on Form 10-K for the year ended February 1, 2003 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

We have appointed Ernst & Young LLP as our independent auditor for the year ending January 31, 2004.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the costs and expenses payable by the Registrant in connection with the sale of the securities being registered hereby. All amounts are estimates except the registration fee.

	Amount to be Paid

Registration fee	$ 40,450
Printing	10,000
Legal fees and expenses (including Blue Sky fees)	50,000
Trustee fees	5,000
Rating Agency fees	50,000
Accounting fees and expenses	5,000
Miscellaneous	5,000
TOTAL	$ 165,450

Item 15. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law permits a corporation to indemnify any of its directors or officers who was or is a party, or is threatened to be made a party, to any third party action, suit or proceeding by reason of the fact that such person is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reason to believe that such person's conduct was unlawful. In a derivative action, i.e., one by or in the right of a corporation, the corporation is permitted to indemnify directors and officers against expenses (including attorneys' fees) actually and reasonably incurred by them in connection with the defense or settlement of an action or suit if they acted in good faith and in a manner that they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification shall be made if such person shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action or suit was brought shall determine upon application that the defendant directors or officers are fairly and reasonably entitled to indemnity for such expenses despite such adjudication of liability.

Expenses, including attorneys' fees, incurred by any such person in defending any such action, suit or proceeding may be paid or reimbursed by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt by it of an undertaking of such person to repay such expenses if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation.

Delaware law does not permit a corporation to indemnify persons against judgments in actions brought by or in the right of the corporation unless the Delaware Court of Chancery approves the indemnification.

The Registrant's certificate of incorporation provides that a director of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of any fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Registrant or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 1 74 of the Delaware General Corporation Law or (iv) for any transaction from which the director derives an improper personal benefit. If the Delaware General Corporation Law shall be amended after approval by the stockholders of the relevant section of the bylaws to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Registrant shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

The Registrant's bylaws provide that it shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that this person, his testator or intestate is or was a director or officer of the Registrant, or is or was serving at the request of the Registrant as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a member of any committee or similar body against all expenses (including attorneys' fees), judgment, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding (including appeals) or the defense or settlement thereof or any claim, issue, or matter therein, to the fullest extent permitted by the laws of Delaware as they may exist from time to time.

The proper officers of the Registrant, without further authorization by the Board of Directors, may in their discretion purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of such person, or is or was serving at its request as a director, officer, employee or agent for another corporation, partnership, joint venture, trust or other enterprise, against any liability.

These provisions of the Registrant's bylaws shall be deemed to be a contract between the Registrant and each director and officer who serves in such capacity at any time while the relevant section of the bylaws is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

The foregoing provisions are not exclusive. The Registrant may indemnify, or agree to indemnify, any person against any liabilities and expenses and pay any expenses, including attorneys' fees, in advance of final disposition of any action, suit or proceeding, under any circumstances, if such indemnification and/or payment is approved by the vote of the stockholders or of the disinterested directors, or is, in the opinion of independent legal counsel selected by the Board of Directors, to be made on behalf of an indemnitee who acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Registrant.

The Registrant intends to purchase and maintain insurance on behalf of any person who is or was one of its directors, officers, employees or agents, or a director, officer, employee or agent of a subsidiary of the Registrant or is or was serving at the request of the Registrant or its subsidiary as a director, officer, employee or agent of another entity against any liability asserted against him or her and incurred by him or her in that capacity, or arising out of his or her status as such, whether or not the Registrant or its subsidiary would have the power or the obligation to indemnify him or her against that liability under the respective provisions of its certificate of incorporation or its bylaws.

The proposed form of Underwriting Agreement filed as Exhibit 1.1 to this registration statement provides for indemnification of directors and officers of the Registrant by the underwriters against certain liabilities.

Item 16. Exhibits.

See Exhibit Index.

Item 17. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of securities registered hereby, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the

estimated maximum offering range may be reflected in the form of prospectus filed with the Secur ities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (i) and (ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by Limited Brands, Inc. pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Columbus, State of Ohio, on this 22nd day of May, 2003.

LIMITED BRANDS, INC.

By: /s/ V. Ann Hailey
Name: V. Ann Hailey
Title: Executive Vice President and Chief Financial Officer

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Leslie H. Wexner, V. Ann Hailey and Samuel P. Fried his or her true and lawful attorneys -in-fact and agents, each of them with full power of substitution and resubstitution and full power to act without the other, for him or her and in his or her name, place and stead, in any and all capacities, to sign the Registration Statement and any and all amendments and other documents or instruments relating thereto, with power where appropriate to affix the corporate seal, and to file on behalf of the Company the Registration Statement and any and all amendments with all exhibits thereto, including post-effective amendments and any filings under Rule 462 promulgated under the Securities Act of 1933, as amended, and any and all other information and documeTitle: Executive Vice President and Chief Financial Officernts or instruments in connection therewith, with the Commission, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requisite, necessary or advisable to be done in and about the premises as fully as to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys -in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Leslie H. Wexner Leslie H. Wexner	Chairman of the Board of Directors and Chief Executive Officer	May 22, 2003
/s/ V. Ann Hailey V. Ann Hailey	Director, Executive Vice President and Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 22, 2003
/s/ Leonard A. Schlesinger Leonard A. Schlesinger	Director, Vice Chairman and Chief Operating Officer	May 22, 2003
/s/ Eugene M. Freedman Eugene M. Freedman	Director	May 22, 2003
/s/ E. Gordon Gee E. Gordon Gee	Director	May 22, 2003
/s/ James L. Heskett James L. Heskett	Director	May 22, 2003
/s/ Donna James Donna James	Director	May 22, 2003
/s/ David T. Kollat David T. Kollat	Director	May 22, 2003
/s/ Donald B. Shackelford Donald B. Shackelford	Director	May 22, 2003
/s/ Allan R. Tessler Allan R. Tessler	Director	May 22, 2003
/s/ Abigail S. Wexner Abigail S. Wexner	Director	May 22, 2003
/s/ Raymond Zimmerman Raymond Zimmerman	Director	May 22, 2003

EXHIBIT INDEX

Exhibits

The following documents are filed as exhibits to this registration statement.

Exhibit Number	Description
1.1	Proposed form of Terms Agreement (including Annex A thereto) which constitutes the Underwriting Agreement for Debt Securities and Warrants to purchase Debt Securities
1.2	Proposed form of Underwriting Agreement for Securities other than Debt Securities and Warrants to purchase Debt Securities (to be filed on Form 8-K or by amendment)
4.1	Indenture dated as of March 15, 1988 between the Registrant and The Bank of New York
4.2	Proposed form of Debt Warrant Agreement for Debt Warrants attached to Debt Securities, with proposed form of Debt Warrant Certificate attached as Exhibit A thereto (filed as Exhibit 4.2 to the Registration Statement on Form S-3 (Reg. No. 33-53366) filed October 16, 1992)
4.3	Proposed form of Debt Warrant Agreement for Debt Warrants not attached to Debt Securities, with proposed form of Debt Warrant Certificate attached as Exhibit A thereto (filed as Exhibit 4.3 to the Registration Statement on Form S-3 (Reg. No. 33-53366) filed October 16, 1992)
5.1	Opinion of Davis Polk & Wardwell
12.1	Computation of Ratios of Earnings to Fixed Charges
23.1	Consent of Independent Accountants
23.2	Consent of Samuel P. Fried, Senior Vice President, General Counsel and Secretary of Limited Brands, Inc.
23.3	Consent of Ernst & Young LLP
23.4	Consent of Davis Polk & Wardwell (included in opinion filed as Exhibit 5.1)
24	Powers of Attorney (included on signature page)
26	Form T-1 Statement of Eligibility of Trustee

EXHIBIT 1.1

LIMITED BRANDS, INC.

TERMS AGREEMENT

[Date]

Limited Brands, Inc.
Three Limited Parkway
Columbus, Ohio 43230

Ladies and Gentlemen:

We (the "Representative") understand that Limited Brands, Inc., a Delaware corporation (the "Company"), proposes to issue and sell to the underwriters named in Schedule II hereto (the "Underwriters") (i) the principal amount of its debt securities (the "Debt Securities"), if any, identified in Schedule I hereto (the "Underwritten Debt Securities") and/or (ii) the warrants (the "Warrants"), if any, identified in Schedule I hereto (the "Underwritten Warrants") to purchase the aggregate principal amount of the debt securities identified in Schedule I hereto (the "Warrant Securities"). If such Debt Securities and Warrants are being issued together in units, such units are referred to herein as the "Underwritten Units." The Underwritten Debt Securities, if any, the Underwritten Warrants, if any, and the Underwritten Units, if any, are hereinafter referred to as the "Underwritten Securities."

All the provisions contained in the document constituting Annex A hereto entitled "Limited Brands, Inc. Debt Securities/Warrants to Purchase Debt Securities -- Underwriting Agreement Basic Provisions" are incorporated herein in their entirety and shall be deemed to be a part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Terms defined in such document are used herein as therein defined.

Subject to the terms and conditions set forth herein or incorporated by reference herein, the Underwriters offer to purchase, severally and not jointly, at the respective purchase price set forth in Schedule I hereto, the principal amount of the Underwritten Securities and/or the number of Underwritten Warrants and/or the number of Underwritten Units set forth opposite their respective names in Schedule II hereto.

If the firm or firms identified as Underwriters include only the firm or firms identified as the Representative, then the terms Underwriters and Representative shall each be deemed to refer to such firm or firms.

Please accept this offer by signing a copy of this Terms Agreement in the space set forth below and returning the signed copy to us.

Very truly yours,

[Representative and Address for Notices]

By:

Name:
Title:

Acting severally and on behalf of itself and the several Underwriters named on Schedule II hereto

Accepted:

LIMITED BRANDS, INC.

By:

Name:
Title:

SCHEDULE I TO TERMS AGREEMENT

Description of Debt Securities:

Title:

Principal amount (including currency or composite currency): $

Interest Rate:

Purchase Price:

Offering Price:

Interest Payment Dates:

Optional Redemption:

Sinking Fund Provisions:

Delivery Date:

Description of Warrants:

Title of Warrants:

Number:

If Warrants are not to be purchased with Debt Securities as Units, purchase price, currency, public offering price, if any, and underwriting discount:

Warrant Agent:

Warrant Agreement:

Warrant exercise price and currency:

Principal amount (including currency or composite currency) of Warrant Securities issuable upon exercise of one Warrant:

Date after which Warrants may be exercised:

Expiration date:

Other provisions:

Description of Underwritten Units:

Purchase price and currency:

Public offering price, if any, and underwriting discount:

Detachable date (if applicable):

Other provisions:

Description of Warrant Securities:

Title:

Principal amount (including currency or composite currency):

Sinking fund provisions:

Redemption provisions:

Other provisions:

Delivery Date (including time) and location:

SCHEDULE II TO TERMS AGREEMENT

Underwriter	Principal Amount of Underwritten Securities to be Purchased	Number of Underwritten Warrants to be Purchased (if any)	Number of Underwritten Units to be Purchased (if any)
	$		
Total	$		

ANNEX A TO TERMS AGREEMENT

LIMITED BRANDS, INC.

Debt Securities/Warrants to Purchase Debt Securities

UNDERWRITING AGREEMENT BASIC PROVISIONS

1. Introductory.

1.1. Offerings of Securities. The Company proposes to issue and sell certain of its debt securities, issuable under an indenture dated as of March 15, 1988 (the "Indenture") between the Company and The Bank of New York, as trustee (the "Trustee"), and/or certain of its warrants to purchase debt securities issuable pursuant to the warrant agreement (the "Warrant Agreement") identified in the Terms Agreement (as hereinafter defined) (such debt securities and warrants being sometimes collectively referred to herein as the "Securities"), in one or more offerings on terms determined at the time of sale. Such debt securities and warrants may be issued separately or together in units.

1.2. Terms Agreement. The terms with respect to the purchase of the Underwritten Securities from the Company by the several Underwriters listed in the applicable terms agreement, entered into between the Representative, on behalf of such Underwriters, and the Company (the "Terms Agreement"), to which these Underwriting Agreement Basic Provisions constitute Annex A, are set forth in the Terms Agreement, which together with the provisions hereof incorporated therein by reference, is sometimes herein referred to as this "Agreement." Terms defined in the Terms Agreement are used herein as therein defined.

2. Representations, Warranties and Agreements of the Company. The Company represents and warrants to and agrees with each Underwriter that:

2.1. Registration Statement. A registration statement (the "Initial Registration Statement") on Form S-3 (File No. 333-) with respect to the Securities has been prepared by the Company in conformity with the requirements of the Securities Act of 1933 (the "Act"), and the rules and regulations (the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") thereunder, has been filed with the Commission and has become effective. No stop order suspending the effectiveness of the Initial Registration Statement, any post-effective amendment thereto or any registration statement increasing the size of the offering (a "Rule 462(b) Registration Statement"), pursuant to Rule 462(b) under the Act, which became or will become effective upon filing has been issued and, to the Company's knowledge, no proceeding for that purpose has been initiated or threatened by the Commission. As used in this Agreement (i) "Registration Statement" means the Initial Registration Statement and any Rule 462(b) Registration Statement, including all exhibits thereto and all documents incorporated therein by reference; (ii) "Basic Prospectus" means the prospectus and all documents incorporated therein by reference included in the Initial Registration Statement; and (iii) "Prospectus" means the Basic Prospectus, together with any amendments or supplements thereto and, in each case, all documents incorporated therein by reference specifically relating to the Underwritten Securities, as filed with the Commission pursuant to Rule 424(b) of the Rules and Regulations.

2.2. Compliance with Applicable Law. The Registration Statement and the Prospectus comply, and (in the case of any amendment or supplement to any such document, or any material incorporated by reference in any such document filed with the Commission after the date as of which this representation is being made) will comply at all times during the period specified in subsection 7.3 hereof, with the provisions of the Act, the Rules and Regulations, the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations of the Commission thereunder. The Indenture, including any amendments and supplements thereto, pursuant to which the Underwritten Securities will be issued will conform with the requirements of the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), and the rules and regulations of the Commission thereunder. The Registration Statement does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Prospectus does not, and (in the case of

any amendment or supplement thereto, or any material incorporated by reference in any such document filed with the Commission after the date as of which this representation is being made) will not at any time during the period specified in subsection 7.3 hereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Company makes no representation or warranty as to (a) that part of the Registration Statement which constitutes the Statement of Eligibility and Qualification under the Trust Indenture Act (Form T-1) of the Trustee or (b) information contained in or omitted from the Registration Statement or the Prospectus in reliance upon and in conformity with information furnished in writing to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein.

2.3. Compliance with Reporting Requirements. The Company is subject to and in full compliance with the reporting requirements of Section 13 or Section 15(d) of the Exchange Act.

2.4. Stabilization or Manipulation of Price. The Company has not taken, directly or indirectly, any action designed to cause or which has constituted or which might reasonably be expected to cause or result in, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Underwritten Securities.

2.5. Duly Incorporated and Validly Existing; Power and Authority. Each of the Company and its Significant Subsidiaries (as defined in Rule 1-02 of Regulation S-X under the Act) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except, in each case, to the extent that the failure to qualify or be in good standing would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole. There are no Significant Subsidiaries of the Company as defined in Rule 1-02 of Regulation S-X under the Act that are not listed on Exhibit A attached hereto.

2.6. Capital Stock. All the outstanding shares of capital stock of the Company and each Significant Subsidiary have been duly and validly authorized and issued and are fully paid and nonassessable, and, except as otherwise set forth in the Prospectus, all outstanding shares of capital stock of the Significant Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest or any other security interests, claims, liens, encumbrances, charges, restrictions upon voting or transfer or any other claim of any third party, except for any such security interests, claims, liens, encumbrances, charges and restrictions that would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

2.7. Prospectus Summary Statements. The statements in the Prospectus under the headings "Use of Proceeds" and "Description of the Notes" fairly summarize the matters therein described.

2.8. Authorization, Execution and Delivery. This Terms Agreement has been duly authorized, executed and delivered by the Company. If Debt Securities are to be issued, the Indenture has been duly authorized, executed and delivered by the Company and qualified under the Trust Indenture Act and, assuming the due authorization, execution and delivery thereof by the Trustee, constitutes the legal, valid, binding instrument enforceable against the Company in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity). If Debt Warrants are to be issued, the Debt Warrant Agreement has been duly authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the debt warrant agent named therein (the "Debt Warrant Agent"), constitutes the legal, valid, binding instrument enforceable against the Company in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity). The Underwritten Securities have been duly authorized, and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company entitled to the benefits of the

Indenture (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity).

2.9. No Conflicts. Neither the execution and delivery of the Indenture or the Terms Agreement, the issue and sale of the Underwritten Securities, the consummation of any other of the transactions herein or therein contemplated, nor the fulfillment of the terms hereof or thereof will conflict with, result in a breach or violation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Significant Subsidiaries pursuant to, (i) the charter or by-laws of the Company or any of its Significant Subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of its Significant Subsidiaries is a party or bound or to which its or their property is subject, except, in each case, for conflicts, breaches, violations and liens that would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole; or (iii) any statute, law, rule, regulation, judgment, order or decree applicable to the Company or any of its Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of its Significant Subsidiaries or any of its or their properties except, in each case, for conflicts, breaches, violations and liens that would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole.

2.10. Financial Statements. The consolidated historical financial statements and schedules of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement and the Prospectus present fairly in all material respects the financial condition, results of operations and cash flows of the Company as of the dates and for the periods indicated, comply as to form with the applicable accounting requirements of the Act and have been prepared in conformity with generally accepted accounting principles ("GAAP") applied on a consistent basis throughout the periods involved (except as otherwise noted therein).

2.11. Forward-looking Statements. No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) contained in the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

2.12. No Material Adverse Change. Since the dates as of which information is given in the Prospectus, except as otherwise stated therein, (i) there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business, management or properties of the Company and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, (ii) none of the Company nor any Significant Subsidiary has incurred any material liability or obligation, direct or contingent, other than in the ordinary course of business, and (iii) there has not been any material decrease in the capital stock or material increase in the long-term debt of the Company, or any dividend or distribution of any kind declared, paid or made by the Company on any class of their respective capital stock other than quarterly cash dividends consistent with past practice.

Any certificate signed by any officer of the Company and delivered to the Representative or counsel for the Representative in connection with the offering of the Underwritten Securities shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each Underwriter.

3. Purchase of the Underwritten Securities.

3.1. Effect of Terms Agreement. The obligation of the Underwriters to purchase, and the Company to sell, the Underwritten Securities is evidenced by a Terms Agreement delivered at the time the Company determines to sell the Underwritten Securities. The Terms Agreement specifies the firm or firms which will be the Underwriters, the principal amount or number of the Underwritten Securities to be purchased by each Underwriter, the purchase price or prices to be paid by the Underwriters for the Underwritten Securities, the public offering price, if any, of the Underwritten Securities, the Underwriters' compensation therefor and any terms of the Underwritten Securities not already specified in the Indenture or the Warrant Agreement, as the case may be. The Terms Agreement specifies any details of the terms of the offering which should be reflected in the supplement to the Basic Prospectus relating to the offering of the Underwritten Securities.

3.2. Obligation to Purchase Several, Not Joint. It is understood that, in making this Agreement, the Underwriters are contracting severally and not jointly, and that their several agreements to purchase the Underwritten Securities on the basis of the agreements and representations herein contained shall be several and not joint and shall apply only to the respective principal amounts or number of the Underwritten Securities to be purchased by them as provided herein.

4. Delivery of the Underwritten Securities. The Company shall not be obligated to deliver any Underwritten Securities except upon payment for all Underwritten Securities to be purchased pursuant to this Agreement as hereinafter provided.

5. Default in Performance by Underwriter.

5.1. Obligations of Non-Defaulting Underwriters. If any Underwriter defaults in the performance of its obligations under this Agreement, the remaining non-defaulting Underwriters shall be obligated severally to purchase the Underwritten Securities which the defaulting Underwriter agreed but failed to purchase in the respective proportions which the principal amount of Underwritten Securities set forth in the applicable column in Schedule II to the Terms Agreement to be purchased by each remaining non-defaulting Underwriter set forth in such column bears to the aggregate principal amount or number of Underwritten Securities set forth in such column to be purchased by all the remaining non-defaulting Underwriters; provided that the remaining non-defaulting Underwriters shall not be obligated to purchase any Underwritten Securities that constitute Underwritten Securities if the aggregate principal amount or number of such Underwritten Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase exceeds 10% of the total principal amount of such Underwritten Securities. If the foregoing maximum is exceeded, the remaining non-defaulting Underwriters, or other underwriters satisfactory to the Representative, shall have the right, but shall not be obligated, to purchase, in such proportion as may be agreed upon among them, all the Underwritten Securities.

5.2. Termination of Agreement. If the remaining non-defaulting Underwriters or other underwriters satisfactory to the Representative do not elect pursuant to the last sentence of subsection 5.1 to purchase the aggregate principal amount or number of Underwritten Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase that exceeds 10% of the total principal amount of such Underwritten Securities, this Agreement with respect to such Underwritten Securities shall terminate without liability on the part of any non-defaulting Underwriter or the Company.

5.3. Liability of Defaulting Underwriter. Nothing contained in this Section 5 shall relieve a defaulting Underwriter of any liability it may have to the Company and any non-defaulting Underwriter for damages caused by its default. If other underwriters are obligated or agree to purchase the Underwritten Securities of a defaulting Underwriter, either the Representative or the Company may postpone the Delivery Date for up to five full business days in order to effect any changes that the Underwriters shall determine may be necessary in the Registration Statement, the Prospectus or in any other document or arrangement.

6. Delivery and Payment.

6.1. Date and Time of Delivery. Delivery of and payment for the Underwritten Securities shall be made at such location as may be agreed upon by the Representative and the Company (as set forth in Schedule I to the Terms Agreement) at 10:00 A.M., New York City time, on the fifth business day following the date of the Terms Agreement, or at such other time and date as shall be agreed upon, or as provided in Section 5.3. This date and time are sometimes referred to as the "Delivery Date".

6.2. Payment. On the Delivery Date, the Company shall deliver the Underwritten Securities to the Representative for the account of each Underwriter against payment to or upon the order of the Company of the purchase price by wire transfer payable in same-day funds, to the account specified by the Company.

6.3. Form. Delivery of the Underwritten Securities shall be made either at such location as the Representative shall reasonably designate at least one business day in advance of

the Delivery Date or through the facilities of The Depository Trust Company. Certificates for the Underwritten Securities shall be registered in such names and in such denominations as the Representative may request not less than two business days in advance of the Delivery Date. The Company agrees to have the Underwritten Securities available for inspection, checking and packaging by the Representative in New York, New York, not later than 1:00 PM on the business day prior to the Delivery Date.

7. Further Agreements of the Company. The Company further agrees:

7.1 Registration Statement; Prospectus. To prepare the Prospectus in a form approved by the Representative and to file such Prospectus pursuant to Rule 424(b) under the Act and to prepare and file any Rule 462(b) Registration Statement in each case within the time periods required by the Act and the Rules and Regulations. To furnish promptly to the Representative and to counsel for the Underwriters a signed copy of the Registration Statement as originally filed and a copy of each amendment thereto (in each case together with all exhibits filed therewith) filed prior to the date of the Terms Agreement or relating to or covering the Underwritten Securities, and a copy of the Prospectus filed with the Commission.

7.2 Other Documents. To deliver promptly to the Representative, without charge, such number of the following documents as the Representative may request: (a) conformed copies of the Registration Statement (including exhibits), (b) the Prospectus and (c) any documents incorporated by reference in the Prospectus, and the Company authorizes the Underwriters and all dealers to whom any Underwritten Securities may be offered or sold by the Underwriters to use such documents in connection with the sale of the Underwritten Securities in accordance with the applicable provisions of the Act and the Rules and Regulations.

7.3 Supplemental Information. During such period following the date of the Terms Agreement as, in the opinion of counsel for the Underwriters, a prospectus is required by law to be delivered, the Company will furnish copies of (a) any amendment to the Registration Statement; (b) the Prospectus or any amendment or supplement thereto, or (c) any document incorporated by reference in any of the foregoing or any amendment or supplement to any such incorporated document to the Representative and to counsel for the Underwriters prior to filing any of such items with the Commission and will not file any such item to which the Representative shall reasonably object; provided that, despite any such objection but after consultation with the Representative, including the furnishing to the Representative of drafts thereof, the Company may file any report or statement which in the written opinion of its counsel it is required to file pursuant to the Exchange Act. The Company will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Underwritten Securities.

7.4 Duty to Notify of Certain Events. To advise the Representative promptly (a) when any post-effective amendment to the Registration Statement relating to or covering the Underwritten Securities becomes effective, (b) of any request or proposed request by the Commission for an amendment or supplement (insofar as the amendment or supplement relates to or covers the Underwritten Securities) to the Registration Statement, to any Rule 462(b) Registration Statement, to the Prospectus, to any document incorporated by reference in any of the foregoing or for any additional information relating to the Registration Statement or the Prospectus (insofar as such information relates to or covers the Underwritten Securities), (c) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any order directed to the Prospectus or any document incorporated therein by reference or the initiation of any stop order proceeding or of any challenge to the accuracy or adequacy of any document incorporated by reference in the Prospectus, and (d) of receipt by the Company of any notification with respect to the suspension of the qualification of the Underwritten Securities for sale in any jurisdiction or the initiation of any proceeding for that purpose. If at any time during the period referred to in Section 7.3 above that the Prospectus relating to the Underwritten Securities is required to be delivered under the Act, any event occurs as a result of which the Prospectus as then amended or supplemented would include any untrue statement of material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend or supplement the Prospectus to comply with the Act, the Rules and Regulations, the Exchange Act or the rules and regulations of the Commission thereunder, the Company (i) will notify the Representative of any such event, (ii) promptly will prepare and file with the Commission, subject to Section 7.3, an amendment or supplement which will correct such statement or omission or an amendment or supplement which will effect such compliance and

(iii) will supply any supplemented or amended prospectus to the several Underwriters and counsel for the Underwriters without charge in such quantities as they may reasonably request.

7.5 Stop Orders; Action Required. If, during the period referred to in Section 7.3 above, the Commission shall issue a stop order suspending the effectiveness of the Registration Statement during a time the Prospectus relating to the Underwritten Securities is required to be delivered under the Act, to make every reasonable effort to obtain the lifting of that order at the earliest possible time.

7.6 Earnings Statement. As soon as practicable, or in accordance with Rule 158 of the Rules and Regulations, to make generally available to its security holders and to the Representative an earnings statement (which need not be audited) of the Company and its consolidated subsidiaries, which will satisfy the provisions of Section 11(a) of the Act and Rule 158 thereunder.

7.7 Further Assurances. Arrange, if necessary, for the qualification of the Underwritten Securities for sale under the laws of such jurisdictions as the Representative may reasonably designate and pay all expenses (including reasonable fees and disbursements of counsel) in connection with such qualification, to maintain such qualifications in effect during the period referred to in Section 7.3 above and to arrange for the determination of the legality of the Underwritten Securities for purchase by institutional investors; provided, however, that the Company shall not be required to qualify to do business in any jurisdiction where it is not so qualified at the date of the Terms Agreement or to take any action which would subject it to general or unlimited service of process in suits, other than those arising out of the offering or sale of the Underwritten Securities, or to the imposition of any taxes based on, or measured by, all or any part of the income of the Company in any jurisdiction where it is not at such date so subject. The Company will promptly advise the Representative of the receipt by the Company of any notification with respect to the suspension of the qualification of the Underwritten Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

7.8 Failure to Perform. If the sale of the Underwritten Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 10 hereof is not satisfied or because of any termination pursuant to Section 9 hereof or because of any refusal, inability or failure on the part of the Company to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, to reimburse the Underwriters severally through either of the Representative upon demand for all out-of-pocket expenses (including the reasonable fees and disbursements of counsel for the Underwriters) that shall have been reasonably incurred by them in connection with the proposed purchase and sale of the Underwritten Securities.

7.9 No Announcements. The Company will not, for the period of time following the date and time that this Agreement is executed and delivered by the parties hereto (the "Execution Time") until the Delivery Date, without the prior written consent of the Representative, offer, sell or contract to sell, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any person in privity with the Company), directly or indirectly, or announce the offering of, any debt securities issued or guaranteed by the Company (other than the Underwritten Securities).

8. Indemnification.

8.1 Indemnification by the Company. The Company shall indemnify and hold harmless each Underwriter, the directors and officers of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act from and against any and all losses, claims, damages or liabilities, joint or several, and any action in respect thereof, to which they or any of them may become subject, under the Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages, liabilities (or actions in respect thereof) arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or the Prospectus or arises out of, or is based upon, the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and shall reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any such loss, claim,

damage, liability or action; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any such untrue statement or alleged untrue statement or omission or alleged omission (a) made in the Registration Statement or the Prospectus in reliance upon and in conformity with written information furnished to the Company through the Representative by or on behalf of any Underwriter specifically for inclusion therein or (b) contained in that part of the Registration Statement constituting the Statement of Eligibility and Qualification under the Trust Indenture Act (Form T-1) of the Trustee; provided further, that the Company will not be liable for the amount of any settlement of any claim made without its consent, such consent not to be unreasonably withheld. The foregoing indemnity agreement is in addition to and not in limitation or duplication of any liability or right which the Company may otherwise have to an Underwriter or any person who controls an Underwriter.

8.2 Indemnification by the Underwriters. Each Underwriter agrees severally and not jointly to indemnify and hold harmless the Company, each of its directors, each of its officers and each person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each Underwriter as set forth in subsection 8.1 above, but only with reference to written information furnished to the Company through the Representative by or on behalf of that Underwriter specifically for inclusion in the documents referred to in the foregoing indemnity. The foregoing indemnity agreement is in addition to and not in limitation or duplication of any liability which any Underwriter may otherwise have to the Company or any of its directors, officers or controlling persons.

8.3 Notice of Claim or Action. Promptly after receipt by an indemnified party under subsection 8.1 or 8.2 above of notice of the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement of that action, but the failure so to notify the indemnifying party (i) will not relieve it from liability under Sections 8.1 and 8.2 above unless such failure results in the forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in Sections 8.1 and 8.2 above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of one such separate counsel (in addition to local counsel) for such indemnified party if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding.

8.4 Contribution. In the event that the indemnity provided in Sections 8.1 or 8.2 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company and the Underwriters agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which the Company and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and by the Underwriters on the other from the offering of the

Underwritten Securities; provided, however, that in no case shall any Underwriter (except as may be provided in any agreement among the Underwriters relating to the offering of the Underwritten Securities) be responsible for any amount in excess of the purchase discount or commission applicable to the Underwritten Securities purchased by such Underwriter hereunder. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company and the Underwriters shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company on the one hand and of the Underwriters on the other in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by it, and benefits received by the Underwriters shall be deemed to be equal to the total purchase discounts and commissions in each case set forth on the cover of the Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company on the one hand or the Underwriters on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph, no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company within the meaning of either the Act or the Exchange Act and each officer and director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph.

9. Termination of Underwriter Obligations. The obligations of the Underwriters under this Agreement may be terminated by the Representative, in their absolute discretion, by notice given to and received by the Company prior to delivery of and payment for the Underwritten Securities, if, during the period beginning on the date of the Terms Agreement to and including the Delivery Date, (i) trading in the Company's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange; (ii) a banking moratorium shall have been declared either by Federal or New York State authorities; or (iii) there shall have occurred any outbreak or material escalation of hostilities or acts of terrorism or declaration by the United States of a national emergency or war or other calamity or crisis or any change in financial, political or economic conditions in the United States or elsewhere the effect of which on the financial markets of the United States and Europe is such as to make it, in the judgment of the Representative, impracticable or inadvisable to proceed with the offering or delivery of the Underwritten Securities as contemplated by the Prospectus (exclusive of any amendment or supplement thereto).

10. Additional Conditions to the Respective Obligations of the Underwriters.

10.1 Accuracy of Representations and Warranties. The respective obligations of the Underwriters under this Agreement with respect to the Underwritten Securities are subject to the accuracy, on the date of the Terms Agreement and on the Delivery Date, of the representations and warranties of the Company contained herein, to the accuracy of the statements of the Company made in any certificates pursuant to the provisions hereof, to performance by the Company of its obligations hereunder, and to each of the following additional terms and conditions applicable to the Underwritten Securities:

10.1.1 At or before the Delivery Date, no stop order suspending the effectiveness of the Registration Statement or any order directed to any document incorporated by reference in the Prospectus shall have been issued and remain in effect and no proceeding for that purpose shall be pending or, to the knowledge of the Company or the Representative, threatened by the Commission.

10.1.2 The Company shall have requested and caused its General Counsel, Samuel P. Fried, Esq., to furnish to the Representative his opinion, dated the Delivery Date and addressed to the Representative, to the effect that:

(a) each of the Company and its Significant Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification, except, in each case, to the extent that the failure to qualify or be in good standing would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole;

(b) other than as set forth or contemplated in the Prospectus, such counsel does not know of any legal or governmental proceedings pending to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is subject where there is a material risk that such proceeding will be determined adversely to the Company or any of its subsidiaries and which, if so determined, individually or in the aggregate, is expected to have a material adverse effect on the consolidated financial position, shareholders' equity or results of operations of the Company and its subsidiaries, considered as a whole, and to the best of such counsel's knowledge, no such proceedings are threatened or contemplated by governmental authorities or threatened by others;

(c) this Agreement has been duly authorized, executed and delivered by the Company;

(d) no consent, approval, authorization, filing with or order of any court or governmental authority or agency or regulatory body is required in connection with the transactions contemplated herein or in the Indenture, except such as will be obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky or securities laws of any jurisdiction in connection with the purchase and sale of the Underwritten Securities by the Underwriters in the manner contemplated in this Agreement and the Prospectus and such other approvals (specified in such opinion) as have been obtained;

(e) neither the execution and delivery of this Agreement, the issue and sale of the Securities, the consummation of any other of the transactions herein or therein contemplated, nor the fulfillment of the terms hereof or thereof will conflict with, result in a breach or violation of, or imposition of any lien, charge or encumbrance upon any property or asset of the Company or its Significant Subsidiaries pursuant to, (i) the charter or by-laws of the Company or its Significant Subsidiaries; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument known to such counsel to which the Company or any of its Significant Subsidiaries is a party or bound or to which its respective property is subject, except, in each case, for conflicts, breaches, violations and liens that would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole; or (iii) any statute, law, rule, regulation, judgment, order or decree known to such counsel applicable to the Company or any of its Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, any of its Significant Subsidiaries or any of their respective properties, except, in each case, for conflicts, breaches, violations and liens that would not have a material adverse effect on the financial condition or results of operations of the Company and its subsidiaries, taken as a whole; and

(f) the Company is not and, after giving effect to the offering and sale of the Underwritten Securities and the application of the proceeds thereof as described in the Prospectus, will not be required to register as an "investment company" under the Investment Company Act of 1940, as amended.

In rendering such opinion, such counsel may rely (A) as to matters involving the application of laws of any jurisdiction other than the jurisdiction of incorporation of the Company, the Delaware General Corporation Law, the State of Ohio or the Federal laws of the United States, to the extent it deems proper and specified in such opinion, upon the opinion of other counsel of good standing whom it believes to be reliable and who are satisfactory to

counsel for the Underwriters; and (B) as to matters of fact, to the extent it deems proper, on certificates of responsible officers of the Company and public officials.

In addition, such counsel shall advise by letter, based on such counsel's participation in the preparation of the Registration Statement and Prospectus (but without independent check or verification of the contents thereof except as specified therein), that such counsel has no reason to believe that the Registration Statement (except the financial statements and other financial and statistical data included or incorporated by reference therein, as to which such counsel need express no view), at the Execution Time or on the Delivery Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus (except as aforesaid), at the Execution Time or on the Delivery Date, contained or contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

10.1.3. The Company shall have requested and caused Davis Polk & Wardwell, counsel for the Company, to furnish to the Representative its opinion, dated the Delivery Date and addressed to the Representative, to the effect that:

(a) the Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, with full corporate power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Prospectus;

(b) if Debt Securities are to be issued, the Indenture has been duly authorized, executed and delivered by the Company and qualified under the Trust Indenture Act and, assuming the due authorization, execution and delivery thereof by the Trustee, constitutes a legal, valid and binding instrument enforceable against the Company in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity); the Underwritten Securities have been duly and validly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters under this Agreement, will constitute legal, valid and binding obligations of the Company entitled to the benefits of the Indenture (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity); if Debt Warrants are to be issued, the Debt Warrant Agreement has been duly authorized, executed and delivered by the Company and, assuming the due authorization, execution and delivery thereof by the Debt Warrant Agent constitutes the legal, valid, binding instrument enforceable against the Company in accordance with its terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity); and the statements set forth under the heading "Description of the Debt Securities" (if Debt Securities are to be issued) and "Description of the Debt Warrants" (if Debt Warrants are to be issued) in the Prospectus and the related heading in the relevant prospectus supplement, insofar as such statements purport to summarize certain provisions of the Securities, the Indenture and the Debt Warrant Agreement, provide a fair summary of such provisions;

(c) this Agreement has been duly authorized, executed and delivered by the Company;

(d) no consent, approval, authorization, filing with or order of any court or governmental authority or agency or regulatory body is required in connection with the transactions contemplated herein or in the Indenture, except such as will be obtained under the Act and the Trust Indenture Act and such as may be required under the blue sky or securities laws of any jurisdiction in connection with the purchase and sale of the Underwritten Securities by the Underwriters in the manner contemplated in this Agreement and the Registration Statement and the Prospectus and such other approvals (specified in such opinion) as have been obtained;

(e) the Company is not and, after giving effect to the offering and sale of the Underwritten Securities and the application of the proceeds thereof as described in the Registration Statement and the Prospectus, will not be required to register as an "investment company" under the Investment Company Act of 1940, as amended; and

(f) The Registration Statement is effective under the Act, any required filing of the Prospectus and any supplement thereto pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b) and, to the best knowledge of such counsel, no stop order with respect thereto has been issued, or proceeding for that purpose has been instituted or threatened, by the Commission.

In rendering such opinion, such counsel may (A) rely as to matters involving the application of laws of any jurisdiction other than the jurisdiction of incorporation of the Company, the State of New York or the Federal laws of the United States, to the extent it deems proper and specified in such opinion, upon the opinion of other counsel of good standing whom it believes to be reliable and who are satisfactory to counsel for the Underwriters; and (B) rely, as to matters of fact, to the extent it deems proper, on certificates of responsible officers of the Company and public officials.

In addition, such counsel shall advise by letter, based on such counsel's participation in the preparation of the Registration Statement and the Prospectus (but without independent check or verification of the contents thereof except as specified therein), that:

(i) The Registration Statement, as of its effective date, and the Prospectus, as of the date of the supplement to the Basic Prospectus (in each case, except for the documents incorporated by reference therein, the financial statements and other financial and statistical data included or incorporated by reference therein, as to which such counsel need express no view) appeared on their face to be appropriately responsive in all material respects to the requirements of the Act and the Rules and Regulations; and

(ii) such counsel has no reason to believe that the Registration Statement (except for the financial statements and other financial and statistical data included or incorporated by reference therein, as to which such counsel need express no view), at the Execution Time or on the Delivery Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus (except as aforesaid), at the Execution Time or on the Delivery Date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

10.1.4. At the Delivery Date, the Company shall have requested and caused PricewaterhouseCoopers LLP or other nationally recognized firm of certified public accountants or registered public accounting firm to furnish to the Representative a letter, dated as of the Delivery Date in form and substance satisfactory to the Representative, confirming that they are independent accountants within the meaning of the Act and the Exchange Act and the applicable rules and regulations thereunder and containing statements and information of the type ordinarily included in accountants' "comfort letters" with respect to the consolidated financial statements of the Company and certain financial information contained in the Prospectus and the Registration Statement (including information incorporated in each such Prospectus and the Registration Statement by reference).

10.1.5. The Representative shall have received, on the Delivery Date, from counsel for the Underwriters, such opinion or opinions, dated the Delivery Date, with respect to the issuance and sale of the Underwritten Securities, the Indenture, the Registration Statement, the Prospectus and other related matters as the Representative may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

10.1.6 The Company shall have furnished to the Representative, on the Delivery Date, a certificate of the Company, signed by an Executive Vice President, the Chief Financial Officer, or the Vice

President-Treasury, Mergers and Acquisitions or any other officer reasonably satisfactory to the Representative, dated the Delivery Date, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Prospectus and this Agreement and that:

(i) The representations and warranties of the Company in this Agreement are true and correct in all material respects on and as of the Delivery Date with the same effect as if made on the Delivery Date and the Company has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Delivery Date;

(ii) No stop order suspending the effectiveness of the Registration Statement has been issued and remains in effect and no proceedings for that purpose are pending or, to the knowledge of each such person, threatened by the Commission, and no order directed to any document incorporated by reference in the Prospectus has been issued and remains in effect or, to the knowledge of each such person, is threatened to be issued by the Commission; and

(iii) Since the date of the most recent financial statements included or incorporated by reference in the Prospectus, there has been no material adverse change in the condition (financial or otherwise), prospects, earnings, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Prospectus.

10.2. The Underwritten Securities shall be eligible for clearance and settlement through The Depository Trust Company.

10.3. Subsequent to the Execution Time, there shall not have been any decrease in the rating of any of the Company's debt securities by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Act) or any notice given of any intended or potential decrease in any such rating or any notice that the rating of the Company's debt securities is under surveillance or review.

10.4. The Indenture shall have been duly executed and delivered by the Company and the Trustee, and the Underwritten Securities shall have been duly executed and delivered by the Company and duly authenticated by the Trustee.

10.5. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Delivery Date, prevent the issuance or sale of the Underwritten Securities; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Delivery Date which would prevent the issuance or sale of the Underwritten Securities.

10.6. Prior to the Delivery Date, the Company shall have furnished to the Representative such further information, certificates and documents as the Representative may reasonably request.

If any of the conditions specified in this Section 10 shall not have been fulfilled in all material respects when and as provided in this Agreement, or if any of the opinions, letters and certificates mentioned above or elsewhere in this Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Representative and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be cancelled at, or at any time prior to, the Delivery Date by the Representative. Notice of such cancellation shall be given to the Company in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 10 will be delivered at the office of counsel for the Underwriters, at One New York Plaza, New York, New York 10004, on the Delivery Date.

11. Survival of Representations and Indemnification. The respective agreements, representations, warranties, indemnities and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company or any of the officers, directors or controlling persons referred to in Section 8

hereof, and will survive delivery of and payment for the Securities. The provisions of subsection 7.8 and Section 8 hereof shall survive the termination or cancellation of this Agreement.

12. Payment of Expenses. Whether or not the transactions contemplated by this Agreement are consummated or this Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (a) the costs incident to the authorization, issuance, sale, preparation and delivery of the Underwritten Securities and any taxes payable in that connection; (b) the costs incident to the preparation, printing and filing under the Act of the Registration Statement and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (c) the costs of reproducing and distributing the Terms Agreement and the Underwritten Securities; (d) the fees and expenses of the Company's counsel and independent accountants; (e) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Underwritten Securities under the laws of such jurisdictions as the Representative may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters up to a maximum of $5,000); (f) any fees charged by rating agencies for rating the Underwritten Securities; (g) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); and (h) all expenses and application fees incurred in connection with any filing with, and clearance of any offering by, the National Association of Securities Dealers, Inc. up to a maximum of $10,000. It is understood, however, that, except as provided in this Section, and Sections 7.8 and 8.1 hereof, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Underwritten Securities by them, and any advertising expenses connected with any offers they may make.

13. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Underwriters, will be mailed, delivered or telefaxed to the Representative named in the Terms Agreement at the address or telefax number there set forth; or, if sent to the Company, will be mailed, delivered or telefaxed to Samuel P. Fried, Esq., Senior Vice President, General Counsel and Secretary of Limited Brands (telefax no. (614) 415-7188), and confirmed to Samuel P. Fried, Esq., Senior Vice President, General Counsel and Secretary of Limited Brands, Inc. at Three Limited Parkway, P.O. Box 16000, Columbus, Ohio 43216, Attention of the Legal Department, with a copy to Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017, Telefax (212) 450-3800, Attention: Sarah Beshar.

14. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

Exhibit 4.1

CONFORMED COPY

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THE LIMITED, INC.

And

THE BANK OF NEW YORK,

Trustee

Indenture

Dated as of March 15, 1988

Debt Securities

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This Cross Reference Sheet, showing the location in the Indenture of the provisions inserted pursuant to Section 310-318(a), inclusive, of the Trust Indenture Act of 1939, is not to be considered a part of the Indenture.

TRUST INDENTURE ACT CROSS REFERENCE SHEET

Sections of Trust Indenture Act	Sections of Indenture
310(a)(1)	1005
310(a)(2)	1005
310(a)(3)	Not Applicable
310(a)(4)	Not Applicable
310(b)	1006
310(c)	Not Applicable
311	1009
312	903
313	901
314(a)	902
314(b)	Not Applicable
314(c)	1403
314(d)	Not Applicable
314(e)	1403
315(a)	1002(a)
315(b)	1003
315(c)	1002
315(d)	1002
315(e)	608
316(a)	606 and 703
316(b)	607
317(a)	603 and 604
317(b)	503
318(a)	1404

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* This table of contents shall not, for any purpose, be deemed to be a part of the Indenture.

INDENTURE

INDENTURE, dated as of March 15, 1988, between THE LIMITED, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter called the "Company") having its principal place of business at Two Limited Parkway, Columbus, Ohio 43216, and THE BANK OF NEW YORK, a corporation organized and existing under the laws of the State of New York, as trustee (hereinafter called the "Trustee") having its Corporate Trust Office at 21 West Street, New York, New York 10286, attention: Corporate Trust Trustee Administration.

W I T N E S S E T H:

WHEREAS, the Company has duly authorized the issue, in one or more series as in this Indenture provided, from time to time of its debentures, notes, bonds and other evidences of indebtedness (herein called the "Debt Securities") and, to provide the general terms and conditions upon which the Debt Securities are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Trustee has power to enter into this Indenture and to accept and execute the trusts herein created; and

WHEREAS, the Company represents that all acts and things necessary to constitute these presents a valid indenture and agreement according to its terms, have been done and performed, that the execution and delivery of the Debt Securities of any series will, at the time of such execution and delivery, have been duly authorized by the Company and that any such Debt Securities, when so executed and delivered by the Company and when authenticated, issued and delivered by the Trustee, will be legal, valid and binding obligations of the Company; and the Company, in the exercise of each and every legal right and power in it vested, executes this Indenture and proposes to make, execute, issue and deliver Debt Securities from time to time as herein provided;

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree that, in consideration of the acceptance and purchase of the Debt Securities by the holders thereof, the Company covenants and agrees with the Trustee, for the equal benefit of all the holders from time to time of the Debt Securities, without preference, priority or distinction of any thereof over any other thereof by reason of priority in time of issuance or negotiation, or otherwise, as follows:

ARTICLE ONE

DEFINITIONS

SECTION 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(1) the terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular;

(2) all other terms used herein which are defined in the Trust Indenture Act, 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 generally accepted accounting principles; and

(4) 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.

Certain terms, used principally in Article Ten, are defined in that Article.

"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.

"Board of Directors" means either the board of directors of the Company or any duly authorized committee of that board or any committee of officers or other representatives of the Company duly authorized by a Board Resolution to act on behalf of that board or in its stead.

"Board Resolution" means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Business Day", when used with respect to any Place of Payment or any other particular location referred to in this Indenture or in the Debt Securities, means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in that Place of Payment or other particular location are authorized or obligated by law to close.

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

"Company" means The Limited, Inc. and, subject to the provisions of Section 1401, shall also include its successors and assigns.

"Company Request" and "Company Order" mean, respectively, a written request or order signed in the name of the Company by the Chairman of the Board of Directors, the President or an Executive Vice President, and by the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.

"Components" with respect to a composite currency (including but not limited to the ECU) means the currency amounts that are components of such composite currency on the Conversion Date. If after such Conversion Date the official unit of any component currency is altered by way of combination or subdivision, the number of units of such currency shall be divided or multiplied in the same proportion to calculate the Component. If after such Conversion Date two or more component currencies are consolidated into a single currency, the amounts of those currencies as Components shall be replaced by an amount in such single currency equal to the sum of the amounts of such consolidated component currencies expressed in such single currency, and such amount shall thereafter be a Component. If after such Conversion Date any component currency shall be divided into two or more currencies, the amount of such currency as a Component shall be replaced by amounts of such two or more currencies, each of which shall be equal to the amount of such former component currency divided by the number of currencies into which such component currency was divided, and such amounts shall thereafter be Components.

"Conversion Date" with respect to a composite currency (including but not limited to the ECU) has the meaning specified in Section 311.

"Corporate Trust Office" means the principal office of the Trustee at which at any particular time its corporate trust business shall be administered. The Corporate Trust Office of the initial Trustee shall be at the address set forth in the

first paragraph of this Indenture until the Trustee shall notify the Company of a change thereof.

The term "corporation" includes corporations, associations, companies and business trusts.

"Debt Securities" has the meaning stated in the first recital of this Indenture and more particularly means any Debt Securities authenticated and delivered under this Indenture.

"Defaulted Interest" has the meaning specified in Section 307.

"Depositary" means, with respect to the Debt Securities of any series issuable or issued in the form of one or more Global Securities, the Person designated as Depositary by the Company pursuant to Section 301 until a successor Depositary shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Depositary" shall mean or include each Person who is then a Depositary hereunder, and if at any time there is more than one such Person, "Depositary" as used with respect to the Debt Securities of any such series shall mean the Depositary with respect to the Debt Securities of that series.

"Dollar" or "$" means such coin or currency of the United States as at the time of payment is legal tender for the payment of public and private debts.

"ECU" means the European Currency Unit as defined and revised from time to time by the Council of the European Communities.

"European Communities" means the European Economic Community, the European Coal and Steel Community and the European Atomic Energy Community.

"Event of Default" has the meaning specified in Section 601.

"Exchange Rate" means (a) with respect to a currency (other than a composite currency) in which payment is to be made on a series of Debt Securities denominated in a composite currency, the exchange rate between such composite currency and such currency reported by the agency or organization, if any, designated pursuant to Section 301(11) or, in the case of ECU, by the Council of the European Communities (whose reports are currently based on the rates in effect at 2:30 P.M., Brussels time, on the relevant exchange markets), as appropriate, or if such exchange rate is not or ceases to be so reported, then such exchange rate as shall be determined by the Company using, in its sole discretion and without liability on its part, quotations from one or more major banks in The City of New York or such other quotations as the Company shall deem appropriate, on the applicable Regular or Special Record Date or the fifteenth day

immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series, (b) with respect to Dollars in which payment is to be made on a series of Debt Securities denominated in a Foreign Currency, the noon Dollar buying rate for that currency for cable transfers quoted in The City of New York on the Regular or Special Record Date with respect to such Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series, as certified for customs purposes by the Federal Reserve Bank of New York, (c) with respect to a Foreign Currency in which payment is to be made on a series of Debt Securities denominated in Dollars or converted into Dollars pursuant to Section 311(d)(ii), the noon Dollar selling rate for that currency for cable transfers quoted in The City of New York on the Regular or Special Record Date with respect to such Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series, as certified for customs purposes by the Federal Reserve Bank of New York, and (d) with respect to a Foreign Currency in which payment is to be made on a series of Debt Securities denominated in a different Foreign Currency, the exchange rate between such Foreign Currencies determined in the manner specified pursuant to Section 301(14). Except in the situation contemplated in (a) above, if for any reason such rates are not available with respect to one or more currencies for which an Exchange Rate is required, the Company shall use, in its sole discretion and without liability on its part, such quotations of the Federal Reserve Bank of New York as of the most recent available date, or quotations from one or more major banks in The City of New York or in the country of issue of the currency in question, or such other quotations as the Company shall deem appropriate. Any reference herein to the "applicable" Exchange Rate shall mean the Exchange Rate as set forth in the applicable Exchange Rate Officer's Certificate. Unless otherwise specified by the Company, if there is more than one market for dealing in any currency by reason of foreign exchange regulations or otherwise, the market to be used in respect of such currency shall be that upon which an issuer of securities denominated in such currency that is similar to the Company in all material respects would purchase such currency in order to make payments in respect of such securities.

"Exchange Rate Officer's Certificate", with respect to any date for the payment of principal of (and premium, if any) and interest on any series of Debt Securities, means a certificate setting forth the applicable Exchange Rate as of the Regular or Special Record Date with respect to such Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series and the amounts payable in Dollars and Foreign Currencies in respect of the principal of (and premium, if any) and interest on any such Debt Securities denominated in ECU, any other composite currency or any Foreign Currency, and signed by the Chairman or a Vice Chairman of the Board of Directors, the President, an Executive Vice President or a Vice President, the Treasurer or any Assistant Treasurer or the Controller or any Assistant Controller of the Company, and delivered to the Trustee.

"Foreign Currency" means a currency issued by the government of any country other than the United States.

"Global Security" means a Debt Security evidencing all or a part of a series of Debt Securities, issued to the Depositary for such series in accordance with Section 303, and bearing the legend prescribed in Section 303(c).

"Government Obligations" means securities that are (i) direct obligations of the United States for the payment of which its full faith and credit is pledged or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States, the timely payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States, which, in either case under Clause (i) or (ii), are not callable or redeemable at the option of the issuer thereof, and shall also include a depository receipt issued by a bank or trust company as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of any such Government Obligation 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 from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest on or principal of the Government Obligation evidenced by such depository receipt.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Holder" means a Person in whose name a Debt Security is registered in the Security Register.

"Indebtedness" means any and all obligations of a corporation for money borrowed which in accordance with generally accepted accounting principles would be reflected on the balance sheet of such corporation as a liability on the date as of which Indebtedness is to be determined.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented, amended or restated by or pursuant to one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof and, unless the context otherwise requires, shall include the terms of a particular series Debt Securities established as contemplated by Section 301.

The term "interest", when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

"Interest Payment Date" with respect to any Debt Security means the Stated Maturity of an instalment of interest on such Debt Security.

"Mandatory Sinking Fund Payment" has the meaning specified in Section 407.

"Maturity" with respect to any Debt Security means the date on which the principal of such Debt Security or any instalment thereof becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call or redemption, operation of any sinking fund, repayment at the option of the Holder or otherwise.

"Officers' Certificate", when used with respect to the Company, means a certificate signed by the Chairman of the Board of Directors, the President or an Executive Vice President, and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary of the Company, and delivered to the Trustee.

"Opinion of Counsel" means an opinion in writing prepared in accordance with Section 1403 and signed by legal counsel, who may be an employee of or of counsel to the Company, or may be other counsel satisfactory to the Trustee, which is delivered to the Trustee.

"Optional Sinking Fund Payment" has the meaning specified in Section 407.

"Original Issue Discount Security" means any Debt Security which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof pursuant to Section 602.

"Outstanding", when used as of any particular time with reference to Debt Securities, means, subject to Section 703, all Debt Securities theretofore authenticated and delivered by the Trustee under this Indenture, except:

(i) Debt Securities or portions thereof for which funds sufficient to pay the principal thereof, premium, if any, thereon and all unpaid interest thereon at Maturity or to the date fixed for redemption shall have been deposited in trust for such purpose as provided herein with the Trustee or with any Paying Agent (other than the Company) or shall have been set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent); provided that, if such Debt Securities are to be redeemed, notice of such redemption thereof shall have been duly given or provision satisfactory to the Trustee for the giving of such notice shall have been made;

(ii) Debt Securities theretofore cancelled and delivered to the Trustee or which have been surrendered to the Trustee for cancellation; and

(iii) Debt Securities which have been paid pursuant to Section 306 or in exchange for or in lieu of which other Debt Securities have been authenticated and delivered pursuant to this Indenture, other than any such Debt Securities in respect of which there shall have been presented to the Trustee proof satisfactory to it that such Debt Securities are held by a bona fide purchaser in whose hands such Debt Securities are valid obligations of the Company.

"Paying Agent" means any Person authorized by the Company to pay the principal of (and premium, if any) or interest on any Debt Securities on behalf of the Company.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Place of Payment", when used with respect to the Debt Securities of any series, means each place where the principal of (and premium, if any) or interest on the Debt Securities of that series are payable, as specified in the manner contemplated by Section 301.

"Predecessor Security" of any particular Debt Security means every previous Debt Security evidencing all or a portion of the same debt as that evidenced by such particular Debt Security; and, for the purposes of this definition, any Debt Security authenticated and delivered under Section 306 in lieu of a lost, destroyed or stolen Debt Security shall be deemed to evidence the same debt as the lost, destroyed or stolen Debt Security.

"Redemption Date", when used with respect to any Debt Security to be redeemed, in whole or in part, means the date fixed for such redemption by or pursuant to this Indenture and the terms of such Debt Security.

"Redemption Price", when used with respect to any Debt Security to be redeemed, means the price (exclusive of accrued interest) at which it is to be redeemed pursuant to this Indenture and the terms of such Debt Security.

"Regular Record Date" for the interest payable on any Interest Payment Date on the Debt Securities of any series means the date specified for that purpose as contemplated by Section 301.

"Responsible Officer", when used with respect to the Trustee, means any officer or employee in the Corporate Trust Office of the Trustee or any other

officer or employee of the Trustee customarily performing functions similar to those performed by any of the above-designated officers or employees and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" and "Security Registrar" have the respective meanings specified in Section 305.

"Significant Subsidiary" has the meaning specified in Section 504.

"Special Record Date" for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 307.

"Stated Maturity", when used with respect to any Debt Security or any instalment of interest thereon, means the date specified in such Debt Security as the fixed date on which the principal of such Debt Security or such instalment of interest is due and payable.

"Subsidiary" means a corporation, a majority of the outstanding voting stock of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries. For the purposes of this definition, "voting stock" means stock having voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency; provided, however, that "voting stock" shall not include stock which the Company or any of its Subsidiaries owning such stock are required or have agreed not to vote, or the voting rights with respect to which have been granted to a Person other than the Company or any of its Subsidiaries.

"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 Debt Securities of any series shall mean the Trustee with respect to Debt Securities of that series.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed, except as provided in Section 1306.

"United States" means the United States of America (including the States thereof and the District of Columbia), its territories and possessions and other areas subject to its jurisdiction.

"Voting Stock" has the meaning specified in Section 504.

ARTICLE TWO

DEBT SECURITY FORMS

SECTION 201. Forms Generally.

All Debt Securities and the Trustee's certificate of authentication shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or by a Board Resolution and as set forth in an Officers' Certificate or by an indenture supplemental hereto and may have such letters, numbers or other marks of identification or designation and such legends or endorsements placed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Indenture, or as may be required to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any securities exchange on which any of the Debt Securities may be listed or of any automated quotation system on which they may be quoted, or to conform to usage.

Debt Securities in definitive form shall be printed, lithographed or engraved, or produced by any combination of these methods or in any other manner determined by the officers executing such Debt Securities, as evidenced by their execution of such Debt Securities.

SECTION 202. Forms of Debt Securities.

Each Debt Security shall be substantially in such form as shall be established from time to time in or pursuant to a Board Resolution and set forth in an Officers' Certificate, or established in one or more indentures supplemental hereto, which shall set forth the information required by Section 301. If so provided as contemplated by Section 301, the Debt Securities of a series shall be issuable in the form of one or more Global Securities.

SECTION 203. Form of Trustee's Certificate of Authentication.

The form of the Trustee's certificate of authentication to be borne by each Debt Security shall be substantially as follows:

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Debt Securities referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK,
as Trustee

By:

Authorized Signatory

ARTICLE THREE

THE DEBT SECURITIES

SECTION 301. Amount Unlimited; Issuable in Series.

The aggregate principal amount of Debt Securities that may be authenticated and delivered under this Indenture is unlimited.

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

(1) the title of the Debt Securities of the series (which shall distinguish the Debt Securities of the series from all other Debt Securities, except to the extent that additional Debt Securities of an existing series are being issued);

(2) the limit, if any, upon the aggregate principal amount of the Debt Securities of the series which may be authenticated and delivered under this Indenture (except for Debt Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Debt Securities of the series pursuant to Section 304, 305, 306, 406 or 1305);

(3) the date or dates on which the principal of the Debt Securities of the series is payable;

(4) the rate or rates, if any, at which the Debt Securities of the series shall bear interest, or the method by which such rate or rates 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 Regular Record Date for the interest payable on any Interest Payment Date;

(5) the place or places where the principal of (and premium, if any) or interest on Debt Securities of the series shall be payable, and whether any such payments may be made by wire transfer;

(6) the period or periods within which or the date or dates on which, if any, the price or prices at which and the terms and conditions upon which Debt Securities of the series may be redeemed, in whole or in part, at the option of the Company;

(7) the obligation, if any, of the Company to redeem, repay or purchase Debt Securities of the series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions upon which Debt Securities of the series shall be redeemed, repaid or purchased, in whole or in part, pursuant to such obligation;

(8) whether the Debt Securities of the series shall be issued in the form of one or more Global Securities and, in such case, the Depositary for such Global Security or Securities;

(9) if other than denominations of $1,000 and any integral multiple thereof, the denominations in which Debt Securities of the series shall be issuable;

(10) if other than the principal amount thereof, the portion of the principal amount of Debt Securities of the series which shall be payable upon declaration of acceleration of the maturity thereof pursuant to Section 602;

(11) the currency of denomination of the Debt Securities of the series, which may be in Dollars, any Foreign Currency or any composite currency (including but not limited to ECU), and, if such currency of denomination is a composite currency other than ECU, the agency or organization, if any, responsible for overseeing such composite currency;

(12) the currency or currencies in which payment of the principal of (and premium, if any) and interest on Debt Securities of the series will be made, and the currency or currencies (in addition to Dollars), if any, in which payment of the principal of (and premium, if any) or interest on Debt Securities of the series, at the election of each of the Holders thereof, may also be payable;

(13) if the amount of payments of principal of (and premium, if any) or interest on Debt Securities of the series may be determined with reference to an index based on a currency or currencies other than that in which the Debt Securities of the series denominated or designated to be payable, the manner in which such amounts shall be determined;

(14) if the payments of principal of (and premium, if any) or the interest on the Debt Securities of the series are to be made in a Foreign Currency other than the Foreign Currency in which such Debt Securities are denominated, the manner in which

the exchange rate with respect to such payments shall be determined;

(15) whether the Debt Securities of the series shall be subject to defeasance pursuant to either or both of Sections 1103 and 1104;

(16) whether the Debt Securities of the series shall be issued with warrants to purchase such Debt Securities or the Debt Securities of any other series attached thereto; and

(17) any other terms of the Debt Securities of the series (which terms shall not be inconsistent with the provisions of this Indenture).

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

If any of the terms of a series of Debt Securities are established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Officers' Certificate setting forth the terms of the series.

SECTION 302. Denominations.

The Debt Securities of each series shall be issuable in registered form without coupons in such denominations as shall be specified in accordance with the requirements of Section 301. In the absence of any such provisions with respect to the Debt Securities of any series and except as provided in Section 303, the Debt Securities of such series shall be issuable in denominations of $1,000 or any integral multiple thereof.

SECTION 303. Execution, Authentication, Delivery and Dating.

(a) The Debt Securities shall be executed on behalf of the Company by the Chairman of its Board of Directors, its President or one of its Executive Vice Presidents, and by its Treasurer or any Assistant Treasurer or its Secretary or any Assistant Secretary under its corporate seal. The signature of any of these officers on the Debt Securities may be manual or facsimile. The seal of the Company may be in the form of a facsimile thereof and may be impressed, affixed, imprinted or otherwise reproduced on the Debt Securities. Typographical and other minor errors or defects in any such reproduction of the seal or any such

signature shall not affect the validity or enforceability of any Debt Security that has been duly authenticated and delivered by the Trustee.

Debt Securities bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Debt Securities or did not hold such offices at the date of such Debt Securities.

(b) At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Debt Securities of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Debt Securities; and the Trustee in accordance with the Company Order shall authenticate and deliver such Debt Securities. The Trustee shall be entitled to receive, prior to the authentication and delivery of such Debt Securities, the supplemental indenture or the Board Resolution in or pursuant to which the terms and form of such Debt Securities have been established (and, if such terms and form are established in or pursuant to a Board Resolution, the Officers' Certificate setting forth such terms and form), an Officers' Certificate as to the absence of any event which is, or after notice or lapse of time or both would become, an Event of Default, and an Opinion of Counsel stating that:

(1) all instruments furnished by the Company to the Trustee in connection with the authentication and delivery of such Debt Securities conform to the requirements of this Indenture and constitute sufficient authority hereunder for the Trustee to authenticate and deliver such Debt Securities;

(2) the form of such Debt Securities has been established in conformity with the provisions of this Indenture;

(3) the terms of such Debt Securities have been established in conformity with the provisions of this Indenture;

(4) in the event that the form or terms of such Debt Securities have been established in a supplemental indenture, the execution and delivery of such supplemental indenture have been duly authorized by all necessary corporate action of the Company, such supplemental indenture has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, is a legal, valid, binding and enforceable instrument of the Company, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity

(regardless of whether enforcement is sought in a proceeding in equity or at law);

(5) the execution and delivery of such Debt Securities have been duly authorized by all necessary corporate action of the Company and such Debt Securities have been duly executed by the Company and, assuming due authentication by the Trustee and delivery by the Company, are the legal, valid, binding and enforceable obligations of the Company, entitled to the benefits of the Indenture, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law); and

(6) such other matters as the Trustee may reasonably request.

Notwithstanding the provisions of Section 301 and of this Section 303, if all the Debt Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officers' Certificate or supplemental indenture otherwise required pursuant to Section 301 or the Company Order, Board Resolution and Officers' Certificate or supplemental indenture, and Opinion of Counsel required pursuant to this Section 303 at or prior to the time of authentication of each Debt Security of such series if such documents were delivered at or prior to the time of authentication upon original issuance of the first Debt Security of such series to be issued.

(c) If the Company shall establish pursuant to Section 301 that the Debt Securities of a series are to be issued in the form of one or more Global Securities, then the Company shall execute and the Trustee shall, in accordance with this Section and the Company Order with respect to such series, authenticate and deliver one or more Global Securities that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of all of the Debt Securities of such series issued and not yet cancelled, (ii) shall be registered in the name of the Depositary for such Global Security or Securities or the nominee of such Depositary, (iii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instructions and (iv) shall bear a legend substantially to the following effect:

"Unless and until it is exchanged in whole or in part for Debt Securities in definitive registered form, this Debt Security may not be transferred except as a whole by the Depositary to the nominee of the Depositary or by a nominee of the Depositary to the Depositary or another

nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary."

(d) Each Depositary designated pursuant to Section 301 must, at the time of its designation and at all times while it serves as Depositary, be a clearing agency registered under the Securities Exchange Act of 1934 and any other applicable statute or regulation.

(e) The Trustee shall have the right to decline to authenticate and deliver any Debt Security under this Section if the Trustee, upon the advice of counsel, determines that such action may not lawfully be taken or if the Trustee, by a committee of Responsible Officers, shall determine in good faith that the authentication and delivery of such Debt Security would be unjustly prejudicial to Holders of Outstanding Debt Securities.

(f) Each Debt Security shall be dated the date of its authentication.

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

(h) The Trustee shall have the right to decline to authenticate and deliver any Debt Securities under this Section if the issue of such Debt Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Debt Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

SECTION 304. Temporary Debt Securities.

Pending the preparation of definitive Debt Securities of any series, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Debt Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Debt Securities in lieu of which they are issued, in registered form and with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Debt Securities may determine, as evidenced by their execution of such Debt Securities. In the case of Debt Securities of any series, such temporary

Debt Securities may be in global form, representing all of the Outstanding Debt Securities of such series.

If temporary Debt Securities of any series are issued, the Company will cause definitive Debt Securities of such series to be prepared without unreasonable delay. After the preparation of definitive Debt Securities of such series, the temporary Debt Securities of such series shall be exchangeable for definitive Debt Securities of such series upon surrender of the temporary Debt Securities of such series at the office or agency of the Company in a Place of Payment for such series without charge to the Holder. Upon surrender for cancellation of any one or more temporary Debt Securities of any series, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Debt Securities of such series in any authorized denominations. Until so exchanged, the temporary Debt Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Debt Securities of such series.

SECTION 305. Registration, Transfer and Exchange.

The Company shall cause to be kept a register (herein sometimes referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Debt Securities and of transfers of Debt Securities. Separate registers may be kept for separate series of Debt Securities. Unless and until otherwise determined by the Company, the Security Register shall be kept at the office or agency of the Company maintained pursuant to Section 502, which office or agency is hereby appointed "Security Registrar" for the purpose of registering Debt Securities and registering the transfer of Debt Securities as herein provided. At all reasonable times the Security Register shall be open for inspection by the Trustee.

Upon surrender for registration of transfer of any Debt Security of any series at the office or agency of the Company maintained for such purpose, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, a like aggregate principal amount of one or more new Debt Securities of the same series in any authorized denominations.

Notwithstanding any other provision of this Section 305, unless and until it is exchanged in whole or in part for Debt Securities in definitive registered form, a Global Security representing all or a portion of the Debt Securities of a series may not be transferred except as a whole by the Depositary for such series 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 for such series or a nominee of such successor Depositary.

At the option of the Holder, Debt Securities of any series (except a Global Security) may be exchanged for a like aggregate principal amount of other Debt Securities of the same series in any authorized denominations upon surrender of the Debt Securities to be exchanged at such office or agency. Whenever any Debt Securities are so surrendered for exchange, the Company shall execute and the Trustee shall authenticate and deliver the Debt Securities which the Holder making the exchange is entitled to receive.

If at any time the Depositary for the Debt Securities of a series notifies the Company that it is unwilling or unable to continue as Depositary for the Debt Securities of such series or if at any time the Depositary for the Debt Securities of such series shall no longer be eligible under Section 303(d), the Company shall appoint a successor Depositary with respect to the Debt Securities of such series. If a successor Depositary for the Debt Securities of such series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such ineligibility, the Company's election pursuant to Section 301(8) shall no longer be effective with respect to the Debt Securities of such series and the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series, will authenticate and deliver, Debt Securities of such series in definitive registered form without coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series, in exchange for such Global Security or Securities.

The Company may at any time and in its sole discretion determine that the Debt Securities of any series issued in the form of one or more Global Securities shall no longer be represented by a Global Security or Securities. In such event the Company will execute, and the Trustee, upon receipt of a Company Order for the authentication and delivery of definitive Debt Securities of such series, will authenticate and deliver, Debt Securities of such series in definitive registered form without coupons, in any authorized denominations, in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series, in exchange for such Global Security or Securities.

If specified by the Company pursuant to Section 301 with respect to a series of Debt Securities, the Depositary for such series of Debt Securities may surrender a Global Security for such series of Debt Securities in exchange in whole or in part for Debt Securities of such series in definitive registered form on such terms as are acceptable to the Company and such Depositary. Thereupon, the Company shall execute, and the Trustee shall authenticate and deliver, without service charge,

(i) to the Person specified by such Depositary a new Debt Security or Securities of the same series, of any authorized denomination as requested by such Person, in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security; and

(ii) to such Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Debt Securities authenticated and delivered pursuant to Clause (i) above.

Upon the exchange of a Global Security for Debt Securities in definitive registered form without coupons, in authorized denominations, such Global Security shall be cancelled by the Trustee. Debt Securities in definitive registered form without coupons issued in exchange for a Global Security pursuant to this Section 305 shall be registered in such names and in such authorized denominations as the Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Debt Securities to or as directed by the Persons in whose names such Debt Securities are so registered.

All Debt Securities issued upon any transfer or exchange of Debt Securities shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under the Indenture, as the Debt Securities surrendered upon such transfer or exchange.

Every Debt Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company, the Security Registrar or the Trustee) be duly endorsed by the appropriate persons and be accompanied by reasonable assurances that the endorsements are genuine and effective, or shall be accompanied by a written instrument of transfer in form satisfactory to the Company, the Security Registrar and the Trustee, duly executed by the Holder thereof or his attorney duly authorized in writing, and such other documentation as the Company, the Security Registrar or the Trustee may reasonably require.

No service charge shall be made for any transfer or exchange of Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Debt Securities, other than exchanges pursuant to Section 304, 406 or 1305 not involving any transfer.

The Company shall not be required to issue, register the transfer of or exchange any Debt Security of any particular series during a period

beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Debt Securities of such series selected for redemption under Section 402 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Debt Security so selected for redemption in whole or in part, except the unredeemed portion of any Debt Security being redeemed in part.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Debt Securities.

If (i) any mutilated Debt Security is surrendered to the Trustee or (ii) the Company and the Trustee receive evidence to their satisfaction of the ownership of and the destruction, loss or theft of any Debt Security, and there is delivered to the Company and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Company or the Trustee that such Debt Security has been acquired by a bona fide purchaser, the Company shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Debt Security, a new Debt Security of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Debt Security has become or is about to become due and payable, the Company in its discretion may, instead of issuing a new Debt Security, pay such Debt Security.

Upon the issuance of any new Debt Security under this Section 306, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Company and the Trustee) connected therewith.

Every new Debt Security of any series issued pursuant to this Section 306 in lieu of any destroyed, lost or stolen Debt Security shall constitute an original additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Debt Security 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 Debt Securities of such series duly issued hereunder.

The provisions of this Section 306 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 Debt Securities.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Interest on any Debt Security which is payable and is punctually paid or duly provided for on any Interest Payment Date shall be paid to the Person

in whose name that Debt Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest. At the option of the Company, payment of interest on any Debt Security may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or, if so specified in the manner contemplated by Section 301, by wire transfer to an account designated by such Person in writing to the Trustee.

Any interest on any Debt Security of any series which is payable but is not punctually paid or duly provided for on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of his having been such Holder; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in Clause (1) or (2) below:

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Debt Securities (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Debt Security of such series, the date of the proposed payment and the Special Record Date therefor, which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less then 10 days after the receipt by the Trustee of the notice of the proposed payment. At the same time, the Company 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. Unless the Trustee is acting as the Security Registrar, promptly after such Special Record Date the Company shall furnish the Trustee a list, or shall make arrangements satisfactory to the Trustee with respect thereto, of the names and addresses of, and principal amounts of Debt Securities held by, the Holders appearing on the Security Register at the close of business on such Special Record Date. In the name and at the expense of the Company, the Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Debt Securities of such series at his address as it appears in the Security Register, not less than 10 days prior to such Special Record Date.

Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Persons in whose names the Debt Securities of such series (or their respective Predecessor Securities) are registered on such Special Record Date and shall no longer be payable pursuant to the following Clause (2).

(2) The Company may make payment of any Defaulted Interest on the Debt Securities of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Debt Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this Clause (2), such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section 307, each Debt Security delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Debt Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Debt Security.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of a Debt Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person whose name such Debt Security is registered as the owner of such Debt Security for the purpose of receiving payment of principal of (and premium, if any) and (subject to Section 307) interest on such Debt Security and for all other purposes whatsoever, whether or not such Debt Security shall be overdue, and neither the Company, the Trustee nor any agent of the Company or the Trustee shall be affected by notice to the contrary.

None of the Company, the Trustee, any Paying Agent or the Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

SECTION 309. Cancellation.

All Debt Securities surrendered for payment, redemption, transfer or exchange shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Debt Securities previously authenticated and delivered hereunder which the Company may have acquired in

any manner whatsoever, and all Debt Securities so delivered shall be promptly cancelled by the Trustee. Acquisition by the Company of any Debt Security shall not operate as a redemption or satisfaction of the indebtedness represented by such Debt Securities unless and until the same is delivered to the Trustee for cancellation. No Debt Securities shall be authenticated in lieu of or in exchange for any Debt Securities cancelled as provided in this Section, except as expressly permitted in this Indenture. All cancelled Debt Securities held by the Trustee may be destroyed, and the Trustee shall certify to the Company any destruction thereof, unless, by a Company Order, the Company shall direct that cancelled Debt Securities be returned to it.

SECTION 310. Computation of Interest.

Except as otherwise specified as contemplated by Section 301 for Debt Securities of any series, interest on the Debt Securities of each series shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 311. Payment in Currencies.

(a) Payment of the principal of (and premium, if any) and interest on the Debt Securities of any series shall be made in the currency or currencies specified pursuant to Section 301; provided that, if so specified in the manner provided in Section 301, the Holder of a Debt Security of such series may elect to receive such payment in any one of (i) Dollars and (ii) any other currency designated for such purpose pursuant to Section 301. A Holder may make such election by delivering to the Trustee a written notice thereof, substantially in the form attached hereto as Exhibit A or in such other form as may be acceptable to the Trustee, not later than the close of business on the Regular or Special Record Date immediately preceding the applicable Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series. Such election shall remain in effect with respect to such Holder until such Holder delivers to the Trustee a written notice substantially in the form attached hereto as Exhibit A or in such other form as may be acceptable to the Trustee specifying a change in the currency in which such payment is to be made; provided that any such notice must be delivered to the Trustee not later than the close of business on the Regular or Special Record Date immediately preceding the next Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series in order to be effective for the payment to be made thereon; and provided further that no such change in currency may be made with respect to payments to be made on any Debt Security with respect to which notice of redemption has been given by the Company pursuant to Section 402.

(b) Except as otherwise specified in the manner contemplated by Section 301, the Trustee shall deliver to the Company, not later than the fourth

Business Day following each Regular or Special Record Date with respect to an Interest Payment Date or the tenth Business Day immediately preceding Maturity, as the case may be, with respect to a series of Debt Securities, a written notice specifying, in the currency in which such series of Debt Securities is denominated, the aggregate amount of the principal of (and premium, if any) and interest on such series of Debt Securities to be paid on such payment date. If payments in respect of such series of Debt Securities are designated to be made in a currency other than the currency in which such series of Debt Securities is denominated or if at least one Holder has made the election referred to in Subsection (a) above with respect to such series of Debt Securities, then the written notice referred to in the preceding sentence shall also specify, in each currency in which payment in respect of such series of Debt Securities is to be made pursuant to said Subsection (a), the amount of principal of (and premium, if any) and interest on such series of Debt Securities to be paid in such currency on such payment date.

(c) The Company shall deliver to the Trustee, not later than the eighth Business Day following each Regular or Special Record Date or the tenth day immediately preceding Maturity, as the case may be, with respect to a series of Debt Securities, an Exchange Rate Officer's Certificate in respect of the Dollar or Foreign Currency payments to be made on such payment date in respect of such Debt Securities. Except as otherwise specified in the manner contemplated by Section 301, the amount receivable by Holders of a series of Debt Securities who have elected payment in a currency other than the currency in which such series of Debt Securities is denominated as provided in Subsection (a) above shall be determined by the Company on the basis of the applicable Exchange Rate.

(d) If the Foreign Currency in which a series of Debt Securities is denominated ceases to be used both by the government of the country that issued such currency and for the settlement of transactions by public institutions of or within the international banking community, then, with respect to each date for the payment of principal of (and premium, if any) and interest on such series of Debt Securities occurring after the final date on which such Foreign Currency was so used, all payments with respect to the Debt Securities of such series shall be made in Dollars. If payment is to be made in Dollars to the Holders of any such series of Debt Securities pursuant to the provisions of the preceding sentence, then the amount to be paid in Dollars on a payment date by the Company to the Trustee and by the Trustee or any Paying Agent to Holders shall be determined by the Trustee as of the Regular or Special Record Date immediately preceding the applicable Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series, and shall be equal to the sum obtained by translating the specified Foreign Currency into Dollars at the applicable Exchange Rate on the last Record Date on which such Foreign Currency was so used in either fashion; provided that payment to a Holder of a Debt Security of such series shall be made

in a different Foreign Currency if that holder has properly elected or properly elects payment in such Foreign Currency as provided for by Subsection (a) above.

If a Holder of a Debt Security denominated in a composite currency has elected payment in a specified Foreign Currency as provided for by Subsection (a) above and such Foreign Currency ceases to be used both by the government of the country that issued such currency and for the settlement of transactions by public institutions of or within the international banking community, such Holder shall, subject to Subsection (d)(ii) below, receive payment in such composite currency; provided that such payment to such Holder shall be made in a different Foreign Currency or in Dollars if that Holder has properly elected or properly elects payments in such Foreign Currency or in Dollars as provided for by Subsection (a) above.

(ii) If the ECU ceases to be used both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities, or if any other composite currency in which a Debt Security is denominated or payable ceases to be used for the purposes for which it was established, then, with respect to each date for the payment of principal of (and premium, if any) and interest on a series of Debt Securities denominated or payable in ECU or such other composite currency, as the case may be, occurring after the last date on which the ECU or such other composite currency, as the case may be, was so used (the "Conversion Date"), all payments in respect of the Debt Securities of such series shall be made in Dollars; provided that payment to a Holder of a Debt Security of such series shall be made in a Foreign Currency if that Holder has properly elected or properly elects payment in such Foreign Currency as provided for by Subsection (a) above.

If payment in respect of Debt Securities of a series denominated in ECU or any other composite currency is to be made in Dollars pursuant to the provisions of the preceding paragraph, then the amount to be paid in Dollars on a payment date by the Company to the Trustee and by the Trustee or any Paying Agent to Holders shall be determined by the Trustee as of the Regular or Special Record Date immediately preceding the applicable Interest Payment Date or the fifteenth day immediately preceding Maturity, as the case may be, with respect to Debt Securities of such series, and shall be equal to the sum of the amounts obtained by translating each Component of such composite currency into Dollars at the applicable Exchange Rate for such Component on such Record Date or fifteenth day, as the case may be, multiplied by the number of ECU or units of such other composite currency, as the case may be, that would have been so paid had the ECU or such other composite currency, as the case may be, not ceased to be so used. If payment is to be made in a Foreign Currency to a Holder of a Debt Security of such series pursuant to the preceding paragraph, then the amount to be

paid in such Foreign Currency on a payment date by the Company to the Trustee and by the Trustee or any Paying Agent to such Holder shall be determined by the Trustee as of such Record Date or fifteenth day, as the case may be, and shall be determined by (A) translating each Component of such composite currency into Dollars at the applicable Exchange Rate for such Component on such Record Date or fifteenth day, as the case may be, and (B) translating the sum in Dollars so obtained into such Foreign Currency at the applicable Exchange Rate for such Foreign Currency on such Record Date or fifteenth day, as the case may be.

All decisions and determinations of the Trustee regarding the translation of Foreign Currency into Dollars or the translation of ECU or any other composite currency into Dollars or the translation of Dollars into Foreign Currency pursuant to this Subsection (d) shall, in the absence of manifest error, be conclusive for all purposes and irrevocably binding upon the Company and all Holders of the Debt Securities.

If a Foreign Currency in which a series of Debt Securities is denominated or in which payments in respect of Debt Securities of such series may be made ceases to be used both by the government of the country that issued such currency and for the settlement of transactions by public institutions of or within the international banking community, the Company, in the event that it learns thereof (without any duty to investigate), will immediately give notice thereof to the Trustee (and the Trustee promptly thereafter will give notice to the relevant Holders in the manner provided in Section 1406) specifying the last date on which such Foreign Currency was so used in either fashion. In the event the ECU ceases to be used both within the European Monetary System and for the settlement of transactions by public institutions of or within the European Communities, or any other composite currency in which a Debt Security is denominated or payable ceases to be used for the purposes for which it was established, the Company, upon learning thereof, will immediately give notice thereof to the Trustee (and the Trustee promptly thereafter will give notice to the relevant Holders in the manner provided in Section 1406) specifying the Conversion Date with respect to the ECU or such other composite currency and the Components of the ECU or such other composite currency on such Conversion Date. In the event of any subsequent change in any such Component, the Company, upon learning thereof, will give notice to the Trustee similarly. The Trustee shall be fully justified and protected in relying and acting upon the information so received by it from the Company and shall not otherwise have any duty or obligation to determine such information independently.

ARTICLE FOUR

REDEMPTION OF DEBT SECURITIES; SINKING FUND

SECTION 401. Applicability of Right of Redemption.

Redemption of Debt Securities (other than pursuant to a sinking fund or analogous provision) permitted by the terms of any series of Debt Securities shall be made in accordance with such terms and the applicable provisions of this Article; provided, however, that if any such terms of a series of Debt Securities shall conflict with any provision of this Article, the terms of such series shall govern.

SECTION 402. Notice of Redemption.

If the Company shall elect to redeem the Debt Securities of any series in whole or in part as aforesaid, it shall fix a date for redemption and give notice of its election so to redeem by mailing written notice, postage prepaid, at least 30 days but not more than 60 days before the Redemption Date, to each Holder of Debt Securities to be redeemed as a whole or in part. Any notice which shall be mailed in the manner herein provided shall be conclusively presumed to have been duly given, whether or not the Holder shall receive such notice. Failure to mail such notice, or any defect in the notice mailed, to the Holder of any Debt Security designated for redemption as a whole or in part shall not affect the validity of the proceedings for the redemption of any other Debt Security.

Each notice of redemption shall state such election to redeem on the part of the Company, the Redemption Date, the Place or Places of Payment for the Debt Securities to be redeemed and the Redemption Price and shall state further that the Debt Securities designated in such notice for redemption are required to be presented on or after such Redemption Date and at such Place or Places of Payment and that interest to the Redemption Date on the Debt Securities called for redemption will be paid as specified in said notice and shall cease to accrue thereon on such date. If less than all Outstanding Debt Securities of a series are to be redeemed, the notice shall also identify (and, in the case of partial redemption, state the principal amounts of) the particular Debt Securities that are to be redeemed. In case of partial redemption, the notice shall state the portion of the principal amount thereof to be redeemed and shall state that on and after the date fixed for redemption, upon surrender of such Debt Security, a new Debt Security of the same series in aggregate principal amount equal to the unredeemed portion thereof will be issued.

Any notice of redemption of Debt Securities at the option of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company.

SECTION 403. Selection of Debt Securities on Partial Redemption.

Except as otherwise specified in the manner contemplated by Section 301 for the Debt Securities of any series, if the Company shall at any time elect to redeem less than all the Debt Securities of such series then Outstanding, it shall notify the Trustee of the principal amount of Debt Securities to be redeemed before the mailing of the notice of redemption pursuant to Section 402, and thereupon the Trustee shall select, in such manner as the Trustee shall deem appropriate and fair and which may provide for the selection for redemption of portions (equal to the minimum authorized denomination for Debt Securities of such series or any integral multiple thereof that is also an authorized denomination, but in no event shall such portion be less than $1,000) of the principal amount of Debt Securities of such series of a denomination larger than the minimum authorized denomination for Debt Securities of such series.

The Trustee shall promptly notify the Company in writing of the Debt Securities selected for redemption and, in the case of any Debt Security selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Debt Securities shall relate, in the case of any Debt Security redeemed or to be redeemed only in part, to the portion of the principal amount of such Debt Security that has been or is to be redeemed.

SECTION 404. Deposit of Redemption Price.

On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 503) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Debt Securities or portions thereof which are to be redeemed on that date, in the currency or currencies in which such Redemption Price shall be paid.

SECTION 405. Debt Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Debt Securities so to be redeemed shall, on the Redemption Date specified in such notice, become due and payable at the applicable Redemption Price, together with interest accrued thereon to such Redemption Date, and from and after such Redemption Date (unless the Company shall default in the payment of such Redemption Price or any such accrued interest), interest on such Debt Securities shall cease to accrue. Upon surrender of such Debt Securities for redemption in accordance with said notice, such Debt Securities shall be paid by the Company at the applicable Redemption Price, together with interest accrued to the

Redemption Date; provided, however, that instalments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Debt Securities, or one or more Predecessor Securities, registered as such on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Debt Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal thereof and premium, if any, thereon shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in such Debt Security.

SECTION 406. Debt Securities Redeemed in Part.

Any Debt Security which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Company, the Security Registrar or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company, the Security Registrar and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Debt Security without service charge, a new Debt Security or Debt Securities of the same series, in any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Debt Security so surrendered, except that if a Global Security is so surrendered, the Company shall execute, and the Trustee shall authenticate and deliver to the Depositary for such Global Security, without service charge, a new Global Security or Securities in a denomination equal to and in exchange for the unredeemed portion of the principal of the Global Security so surrendered.

SECTION 407. Applicability of Sinking Fund.

Redemption of Debt Securities permitted or required pursuant to a sinking fund for the retirement of Debt Securities of a series shall be made in accordance with the applicable provisions of this Article, except as otherwise specified in the manner contemplated by Section 301 for Debt Securities of such series.

The minimum amount of any sinking fund payment provided for by the terms of Debt Securities of any series is herein referred to as a "Mandatory Sinking Fund Payment", and any payment in excess of such minimum amount provided for by the terms of Debt Securities of any series is herein referred to as an "Optional Sinking Fund Payment". The cash amount of any Mandatory Sinking Fund Payment shall be subject to reduction as provided in Section 408.

SECTION 408. Mandatory and Optional Sinking Funds.

In lieu of making all or any part of any Mandatory Sinking Fund Payment with respect to any series of Debt Securities in cash, the Company may at its option (a) deliver to the Trustee Debt Securities of such series therefore purchased or otherwise acquired (except upon redemption pursuant to the mandatory sinking fund) by the Company or receive credit for Debt Securities of such series (not previously so credited) theretofore purchased or otherwise acquired (except as aforesaid) by the Company and delivered to the Trustee for cancellation pursuant to Section 309, (b) receive credit for Optional Sinking Fund Payments (not previously so credited) made pursuant to this Section 408, or (c) receive credit for Debt Securities of such series (not previously so credited) redeemed by the Company through any optional redemption provision contained in the terms of such series. Debt Securities so delivered or credited shall be received or credited by the Trustee at the sinking fund redemption price specified in such Debt Securities.

On or before the 45th day next preceding each sinking fund payment date for any series, the Company will deliver to the Trustee an Officers' Certificate (a) specifying the portion of the Mandatory Sinking Fund Payment to be satisfied by credit of Debt Securities of such series, (b) stating that none of the Debt Securities of such series has theretofore been so credited, (c) stating whether or not the Company intends to exercise its right to make an Optional Sinking Fund Payment with respect to such series and, if so, specifying the amount of such Optional Sinking Fund Payment which the Company intends to pay on or before the next succeeding sinking fund payment date and (d) specifying such sinking fund payment date. Any Debt Securities of such series to be credited and required to be delivered to the Trustee in order for the Company to be entitled to credit therefor as aforesaid which have not theretofore been delivered to the Trustee shall be delivered for cancellation pursuant to Section 309 to the Trustee with such written statement (or reasonably promptly thereafter if acceptable to the Trustee). Such written statement shall be irrevocable and upon its receipt by the Trustee the Company shall become unconditionally obligated to make all the cash payments or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. Failure of the Company, on or before any such 45th day, to deliver such written statement and Debt Securities specified in this paragraph, if any, shall not constitute a default but shall constitute, on and as of such date, the irrevocable election of the Company (i) that the Mandatory Sinking Fund Payment for such series due on the next succeeding sinking fund payment date shall be paid entirely in cash without the option to deliver or credit Debt Securities of such series in respect thereof and (ii) that the Company will make no Optional Sinking Fund Payment with respect to such series as provided in this Section 408.

SECTION 409. Application of Sinking Fund Payments.

If a Mandatory Sinking Fund Payment or Optional Sinking Fund Payment made in cash with respect to a particular series of Debt Securities, plus any unused balance of any preceding sinking fund payments made in cash with respect to such series, shall exceed $50,000 (or a lesser sum if the Company shall so request), such funds shall be applied by the Trustee on the sinking fund payment date provided for in the terms of a particular series of Debt Securities next following the date of such payment, unless the date of such payment shall be a sinking fund payment date, in which case such payment shall be applied on such sinking fund payment date, to a redemption of Debt Securities of such series at the Redemption Price specified therein. Not less than 45 days (unless a shorter period shall be satisfactory to the Trustee) before each such sinking fund payment date, the Trustee shall select, in the manner provided in Section 403, for redemption on such sinking fund payment date, a sufficient principal amount of Debt Securities of such series to absorb said funds, as nearly as may be, and shall, at the expense and in the name of the Company, thereupon cause notice of the redemption of such Debt Securities to be given in substantially the manner provided in Section 402 for the redemption of Debt Securities in part at the option of the Company, except that the notice of redemption shall also state that such Debt Securities are being redeemed for the sinking fund. Any sinking fund moneys not so applied by the Trustee to the redemption of Debt Securities of such series shall be added to the next sinking fund payment received in funds by the Trustee and, together with such payment, shall be applied in accordance with the provisions of this Section 409. Any and all sinking fund moneys held by the Trustee on the last sinking fund payment date with respect to Debt Securities of such series, and not held for the payment or redemption of particular Debt Securities of such series, shall be applied by the Trustee to the payment of the principal of the Debt Securities of such series at Maturity.

On or prior to each sinking fund payment date, the Company shall pay to the Trustee a sum equal to all interest accrued to the date fixed for redemption on Debt Securities to be redeemed on such sinking fund payment date pursuant to this Section 409.

The Trustee shall not redeem any Debt Securities of a series with sinking fund moneys or mail any notice of redemption of Debt Securities of such series by operation of the sinking fund during the continuance of any Event of Default (other than an Event of Default occurring as a consequence of this paragraph) of which the Trustee has actual knowledge, except that if the notice of redemption of any Debt Securities of such series shall theretofore have been mailed in accordance with the provisions hereof, the Trustee shall redeem such Debt Securities if cash sufficient for the purpose shall be deposited with the Trustee in accordance with the terms of this Article Four. Except as aforesaid, any moneys in the sinking fund at the time any such Event of Default shall occur and

any moneys thereafter paid into the sinking fund shall, during the continuation of such Event of Default, be held as security for the payment of all the Debt Securities of such series; provided, however, that in case such Event of Default shall have been cured or waived as provided herein, such moneys shall thereafter be applied on the next sinking fund payment date on which such moneys are required to be applied pursuant to the provisions of this Section 409.

ARTICLE FIVE

PARTICULAR COVENANTS OF THE COMPANY

SECTION 501. To Pay Principal, Premium, If Any, and Interest.

The Company covenants and agrees for the benefit of each series of Debt Securities that it will duly and punctually pay the principal of (and premium, if any) and interest on the Debt Securities of such series in accordance with the terms of the Debt Securities of such series and this Indenture.

The Company shall pay interest on overdue principal of a Debt Security of any series at the rate of interest prescribed therefor in such Debt Security and, to the extent lawful, it shall pay interest on overdue instalments of interest at the same rate.

SECTION 502. To Maintain Offices or Agencies.

As long as any of the Debt Securities shall remain outstanding, the Company will maintain or will cause to be maintained, in each Place of Payment for any series of Debt Securities, one or more offices or agencies where Debt Securities of such series may be presented or surrendered for payment, exchange and registration of transfer as in this Indenture provided and where notices and demands to or upon the Company in respect of this Indenture and of the Debt Securities of such series may be served. The Company will from time to time give written notice to the Trustee of the location of any such office or agency and of any change in the location thereof. In case the Company shall fail to maintain any such office or agency or to give such notice of its location or of any change in the location thereof, presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee. The Company hereby initially appoints the Corporate Trust Office of the Trustee as its office or agency for all the above purposes.

SECTION 503. Money for Debt Security Payments To Be Held in Trust.

If the Company shall at any time act as its own Paying Agent with respect to any series of Debt Securities, then, on or before each date on which the principal of (and premium, if any) or interest on any of the Debt Securities of that series shall become payable, by their terms or as a result of the calling thereof for redemption, the Company will set apart and segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay such principal (and premium, if any) or interest which shall have become so payable until such sums shall be paid to such Persons or otherwise disposed of as herein provided, and will notify the Trustee of its action or failure so to act and of any failure by any other obligor upon the Debt Securities of that series to make any such payment.

If the Company shall appoint and at the time have a Paying Agent for the payment of the principal of (and premium, if any) or interest on any series of Debt Securities, then, on or before the date on which the principal of (and premium, if any) or interest on any of the Debt Securities of that

series shall become payable as aforesaid, the Company will pay to such Paying Agent a sum sufficient to pay such principal (and premium, if any) or interest, to be held in trust for the benefit of the Persons entitled thereto, and (unless such Paying Agent is the Trustee) the Company will notify the Trustee of its action or failure so to act.

If such Paying Agent shall be other than the Trustee, the Company will cause such Paying Agent 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 503, (1) that such Paying Agent shall hold all sums held by it for the payment of the principal of (and premium, if any) or interest on the Debt Securities of that series in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided; (2) that such Paying Agent shall give the Trustee notice of any default by the Company or any other obligor upon the Debt Securities of that series in the making of any payment of the principal of (and premium, if any) or interest on the Debt Securities of that series when the same shall have become due and payable; and (3) that such Paying Agent shall, at any time during the continuance of any such default, upon the written request of the Trustee, pay to the Trustee all sums so held in trust by it.

Anything in this Section 503 to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other reason, pay or cause to be paid to the Trustee all sums held in trust by it or by any Paying Agent (other than the Trustee) as required by this Section 503, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of (and premium, if any) or interest on any Debt Securities of any series and remaining unclaimed for two years after such principal (and premium, if any) or interest has

become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such Debt Security shall thereafter, as an unsecured general creditor, look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease.

SECTION 504. Restrictions on Liens Upon Voting Stock of Significant Subsidiaries.

(a) The Company will not, and will not permit any Subsidiary to, incur, issue, assume or guarantee any Indebtedness if such Indebtedness is secured by a pledge of, lien on, or security interest in any shares of Voting Stock of any Significant Subsidiary, whether such Voting Stock is now owned or shall hereafter be acquired, without effectively providing that the Debt Securities (together with, if the Company shall so determine, any other indebtedness or obligations of the Company or any Subsidiary ranking equally with such Debt Securities and then existing or thereafter created) shall be secured equally and ratably with such Indebtedness. For the purposes of the foregoing, pledging, placing a lien on or creating a security interest in any shares of Voting Stock of a Significant Subsidiary in order to secure then outstanding Indebtedness of the Company or any Subsidiary shall be deemed to be the incurrence, issuance, assumption or guarantee (as the case may be) of such Indebtedness, but the foregoing shall not apply to Indebtedness secured by a pledge of, lien on or security interest in any shares of Voting Stock of any corporation at the time it becomes a Significant Subsidiary, including extensions, renewals and replacements of such Indebtedness without increase in the amount thereof.

(b) For the purposes of Subsection (a) of this Section 504, the term "Voting Stock" shall mean capital stock the holders of which have general voting power under ordinary circumstances to elect at least a majority of the board of directors of a corporation; provided that, for the purposes hereof, capital stock which carries only the right to vote conditioned on the occurrence of an event shall not be considered voting stock whether or not such event shall have occurred.

(c) For the purposes of Subsection (a) of this Section 504, the term "Significant Subsidiary" shall mean a Subsidiary, including its Subsidiaries, which meets any of the following conditions:

(1) The Company's and its other Subsidiaries' investments in and advances to the Subsidiary exceed 10 percent of the total assets of the Company and its Subsidiaries consolidated as of the end of the most recently completed fiscal year;

(2) The Company's and its other Subsidiaries' proportionate share of the total assets (after inter-company eliminations) of the Subsidiary exceeds 10 percent of the total assets of the Company and its Subsidiaries consolidated as of the end of the most recently completed fiscal year; or

(3) The Company's and its other Subsidiaries' equity in the income from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principles of the Subsidiary exceeds 10 percent of such income of the Company and its Subsidiaries consolidated for the most recently completed fiscal year.

(d) For the purposes of making the prescribed income test in clause (3) of Subsection (c) of this Section 504, the following shall be applicable:

(1) When a loss has been incurred by either the Company and its Subsidiaries consolidated or the tested Subsidiary, but not both, the equity in the income or loss of the tested Subsidiary shall be excluded from the income of the Company and its Subsidiaries consolidated for purposes of the computation; and

(2) If income of the Company and its Subsidiaries consolidated for the most recent fiscal year is at least 10 percent lower than the average of the income for the last five fiscal years, such average income shall be substituted for purposes of the computation. Any loss years shall be omitted for purposes of computing average income.

SECTION 505. Restrictions on Consolidation, Merger, Sale, Etc.

The Company shall not consolidate with any other corporation or accept a merger of any other corporation into the Company or permit the Company to be merged into any other corporation, or sell other than for cash or lease all or substantially all its assets to another corporation, or purchase all or substantially all the assets of another corporation, unless (a) either the Company shall be the continuing corporation, or the successor, transferee or lessee corporation (if other than the Company) shall expressly assume, by indenture supplemental hereto satisfactory to the Trustee, executed and delivered by such corporation prior to or simultaneously with such consolidation, merger, sale or lease, the due and punctual payment of the principal of (and premium, if any) and interest on all the Debt Securities, according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be performed or observed by the Company, and (b) immediately after

giving effect to such consolidation, merger, sale, lease or purchase the Company or the successor, transferee or lessee corporation (if any other than the Company) would not be in default in the performance of any covenant or condition of this Indenture. A purchase by a Subsidiary of all or substantially all of the assets of another corporation shall not be deemed to be a purchase of such assets by the Company.

SECTION 506. Annual Statement Concerning Compliance With Covenants.

The Company will deliver to the Trustee, within 120 days after the end of each fiscal year, a written statement signed by the Chairman of the Board of Directors, the President, any Vice President or the Treasurer of the Company, stating that:

(a) a review of the activities of the Company during such year with regard to its compliance with this Indenture has been made under such officer's supervision; and

(b) to the best of such officer's knowledge, based on such review, the Company has fulfilled all its obligations under this Indenture throughout such year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

SECTION 507. Compliance With Covenants and Conditions May Be Waived By Holders of Debt Securities.

Anything in this Indenture to the contrary notwithstanding, the Company or any Subsidiary may fail or omit in any particular instance to comply with a covenant or condition set forth in Section 504 or Section 505 with respect to any series of Debt Securities if the Company shall have obtained and filed with the Trustee, prior to the time for such compliance, evidence (as provided in Article Seven) of the consent of the Holders of at least a majority in aggregate principal amount of the Debt Securities of such series at the time Outstanding, either waiving such compliance in such instance or generally waiving compliance with such covenant or condition, but no such waiver shall extend to or affect any obligation not waived by the terms of such waiver or impair any right consequent thereon.

ARTICLE SIX

REMEDIES

SECTION 601. Events of Default.

Except where otherwise indicated by the context or where the term is otherwise defined for a specific purpose, the term "Event of Default" as used in this Indenture with respect to Debt Securities of any series shall mean one of the following described events unless it is either inapplicable to a particular series or it is specifically deleted or modified in the supplemental indenture, if any, under which such series of Debt Securities is issued:

(a) the failure of the Company to pay any instalment of interest on any Debt Security of such series, when and as the same shall become due and payable, which failure shall have continued unremedied for a period of 30 days;

(b) the failure of the Company to pay the principal or premium, if any, on any Debt Security of such series, when and as the same shall become payable, whether at maturity as therein expressed, by call for redemption (otherwise than pursuant to a sinking fund), by declaration as authorized by this Indenture or otherwise;

(c) the failure of the Company to pay a sinking fund instalment, if any, when and as the same shall become due and payable by the terms of a Debt Security of such series, which failure shall have continued unremedied for a period of 30 days;

(d) the failure of the Company, subject to the provisions of Section 507, to observe and perform any other of the covenants or agreements on the part of the Company contained in this Indenture (including any indenture supplemental hereto), other than a covenant or agreement which has been expressly included in this Indenture solely for the benefit of a series of Debt Securities other than that series, which failure shall not have been remedied to the satisfaction of the Trustee, or without provision deemed by the Trustee to be adequate for the remedying thereof having been made, for a period of 90 days after written notice shall have been given to the Company by the Trustee or shall have been given to the Company and the Trustee by Holders of 25% or more in aggregate principal amount of the Debt Securities of such series then Outstanding, specifying such failure and requiring the Company to remedy the same;

(e) the entry by a court having jurisdiction in the premises of a decree or order for relief in respect of the Company in an involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee

or sequestrator (or similar official) of the Company or for substantially all of its property, or ordering the winding-up or liquidation of the Company's affairs, and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days;

(f) the commencement by the Company of a voluntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Company to the entry of an order for relief in an involuntary case under any such law, or the consent by the Company to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or similar official) of the Company or for substantially all of its property, or the making by it of an assignment for the benefit of creditors; or

(g) the occurrence of any other event of default with respect to the Debt Securities of such series as provided in a supplemental indenture applicable to such series of Debt Securities or a Board Resolution pursuant to which such series of Debt Securities is established.

SECTION 602. Acceleration of Maturity on Default; Waiver.

If any one or more Events of Default shall happen with respect to Debt Securities of any series at the time Outstanding, then, and in each and every such case, during the continuance of any such Event of Default, the Trustee or the Holders of 25% or more in aggregate principal amount of the Debt Securities of such series then Outstanding may, and upon the written request of the Holders of a majority in aggregate principal amount of such Debt Securities then Outstanding the Trustee shall, declare the principal amount (or, if the Debt Securities of that series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) of and all accrued but unpaid interest (if any) on all the Debt Securities of such series then Outstanding, if not then due and payable, to be due and payable, and upon any such declaration the same shall become and be immediately due and payable, anything contained in this Indenture or in the Debt Securities of such series to the contrary notwithstanding; provided that no Event of Default with respect to Debt Securities of a series, except with respect to an Event of Default under Subsections (e) and (f) of Section 601, shall constitute an Event of Default with respect to Debt Securities of any other series. The foregoing provision, however, is subject to the condition that, if at any time after the principal amount (or specified amount) of and all accrued but unpaid interest (if any) on all the Debt Securities of such series shall have been so declared to be due and payable, all arrears of interest, if any, upon all the Debt Securities of such series (with interest, to the extent that interest thereon shall be legally enforceable, on any overdue instalment of interest at the rate borne by the Debt Securities of such series) and all amounts

owed to the Trustee and any predecessor trustee hereunder under Section 1001(a) and all other sums payable under this Indenture (except the principal of the Debt Securities of such series which would not be due and payable were it not for such declaration), shall be paid by the Company, and every other default and Event of Default under this Indenture shall have been cured to the reasonable satisfaction of the Holders of a majority in aggregate principal amount of the Debt Securities of such series then Outstanding, or provision deemed by such Holders to be adequate therefor shall have been made, then and in every such case the Holders of a majority in aggregate principal amount of the Debt Securities of such series then Outstanding may, on behalf of the Holders of all the Debt Securities of such series, waive the Event of Default by reason of which the principal of the Debt Securities of such series shall have been so declared to be due and payable and may rescind and annul such declaration and its consequences; but no such waiver, recission or annulment shall extend to or affect any subsequent default or Event of Default or impair any right consequent thereon. Any declaration by the Trustee pursuant to this Section 602 shall be by written notice to the Company, and any declaration or waiver by the Holders of Debt Securities of any series pursuant to this Section 602 shall be by written notice to the Company and the Trustee.

SECTION 603. Collection of Amounts Due and Suits for Enforcement by Trustee.

If the Company shall fail for a period of 30 days to pay any instalment of interest on the Debt Securities of any series, or shall fail to pay the principal of and premium, if any, on any of the Debt Securities of such series when and as the same shall become due and payable, whether at maturity, or by call for redemption (otherwise than pursuant to a sinking fund), by declaration as authorized by this Indenture or otherwise, or shall fail for a period of 30 days to make any sinking fund payment as to a series of Debt Securities, then, upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the Holders of the Debt Securities of such series then Outstanding the whole amount which then shall have become due and payable on all the Debt Securities of such series, with interest on the overdue principal and premium, if any, and (so far as the same may be legally enforceable) on the overdue instalments of interest at the rate borne by the Debt Securities of such series, and all amounts owed to the Trustee and any predecessor trustee hereunder under Section 1001(a).

Until such demand is made by the Trustee, the Company may pay the principal of and interest on the Debt Securities of any series to the Holders, whether or not the principal of and interest on the Debt Securities of such series be overdue.

In case the Company fails forthwith to pay such amounts upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceeding at law or in equity

for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Company or any other obligor upon the Debt Securities of such series, and collect the moneys adjudged or decreed to be payable out of the property of the Company or any other obligor upon the Debt Securities of such series, wherever situated, in the manner provided by law. Every recovery of judgment in any such action or other proceeding, subject to the payment to the Trustee of all amounts owed to the Trustee and any predecessor trustee hereunder under Section 1001(a), shall be for the ratable benefit of the Holders of such series of Debt Securities which shall be the subject of such action or proceeding. All rights of action upon or under any of the Debt Securities or this Indenture may be enforced by the Trustee with out the possession of any of the Debt Securities and without the production of any thereof at any trial or any proceeding relative thereto.

SECTION 604. Trustee Appointed Attorney-in-Fact for Holders to File Claims.

The Trustee is hereby appointed, and each and every Holder, by receiving and holding Debt Securities, shall be conclusively deemed to have appointed the Trustee, the true and lawful attorney-in-fact of such Holder, with authority to make or file (whether or not the Company shall be in default in respect of the payment of the principal of (and premium, if any) or interest on any of the Debt Securities), in its own name and as trustee of an express trust or otherwise as it shall deem advisable, in any receivership, insolvency, liquidation, bankruptcy, reorganization or other judicial proceeding relative to the Company or any other obligor upon the Debt Securities or to their respective creditors or property, any and all claims, proofs of claim, proofs of debt, petitions, consents, other papers and documents and amendments of any thereof, as may be necessary or advisable in order to have the claims of the Trustee and any predecessor trustee hereunder and of the Holders allowed in any such proceeding and to collect and receive any moneys or other property payable or deliverable on any such claim, and to execute and deliver any and all other papers and documents and to do and perform any and all other acts and things, as it may deem necessary or advisable in order to enforce in any such proceeding any of the claims of the Trustee and any predecessor trustee hereunder and any of the Holders, and any receiver, assignee, trustee, custodian or debtor in any such proceeding is hereby authorized, and each and every holder, by receiving and holding Debt Securities, shall be conclusively deemed to have authorized any such receiver, assignee, trustee, custodian or debtor to make any such payment or delivery only to or on the order of the Trustee, and to pay to the Trustee any amount due it and any predecessor trustee hereunder under Section 1001(a); provided, however, that nothing herein contained shall be deemed to authorize or empower the Trustee to consent to or accept or adopt, on behalf of any Holder, any plan of reorganization or readjustment of the Company affecting the Debt Securities or the rights of any

Holder thereof, or to authorize or empower the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 605. Application of Moneys Collected by Trustee.

Any moneys collected by the Trustee with respect to a series of Debt Securities under this Article Six shall be applied in the following order, at the date or dates fixed by the Trustee and, in the case of the distribution of such moneys on account of principal (or premium, if any) or interest, upon presentation of the Debt Securities 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 to the Trustee and any predecessor trustee hereunder under Section 1001(a);

Second: In case the principal of the Outstanding Debt Securities of such series shall not have become due and be unpaid, to the payment of interest on the Debt Securities of such series, in the order of the Maturity of the instalments of such interest, with interest (to the extent that such interest is legally enforceable and has been collected by the Trustee) upon the overdue instalments of interest at the rate borne by such Debt Securities, such payments to be made ratably to the Persons entitled thereto;

Third: In case the principal of the Outstanding Debt Securities of such series shall have become due and payable, by declaration or otherwise, to the payment of the whole amount then owing and unpaid upon the Debt Securities of such series for principal (and premium, if any) and interest, with interest on the overdue principal and premium, if any, and (to the extent that such interest is legally enforceable and has been collected by the Trustee) upon overdue instalments of interest at the rate borne by the Debt Securities of such series, and in case such moneys shall be insufficient to pay in full the whole amounts so due and unpaid upon the Debt Securities of such series, then to the payment of such principal (and premium, if any) and interest without preference or priority of principal and premium, if any, over interest, or of interest over principal and premium, if any, or of any instalment of interest over any other instalment of interest, or of any Debt Security of such series over any other Debt Security of such series, ratably according to the aggregate amounts of such principal (and premium, if any) and accrued and unpaid interest. The Holders of each series of Debt Securities denominated in ECU, any other composite currency or a Foreign Currency shall be entitled to receive a ratable portion of the amount determined by the Trustee by converting the principal amount Outstanding of such series of Debt Securities and matured but unpaid interest on such series of Debt

Securities in the currency in which such series of Debt Securities is denominated into Dollars at the applicable Exchange Rate as of the date of declaration of acceleration of the Maturity of the Debt Securities (or, if there is no such Exchange Rate as of such date for the reasons specified in Section 311(d)(i), such Exchange Rate on the date specified in such Section).

Any surplus then remaining shall be paid to the Company or to such other Persons as shall be entitled to receive it.

SECTION 606. Holders May Direct Proceedings and Waive Defaults.

The Holders of a majority in aggregate principal amount of the Outstanding Debt Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, or of exercising any trust or power hereby conferred upon the Trustee with respect to the Debt Securities of such series; provided, however, that, subject to the provisions of Section 1001 and 1002, 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 be unduly prejudicial to Holders not joining in such direction or would involve the Trustee in personal liability.

Prior to any declaration accelerating the Maturity of the Debt Securities of any series, the Holders of a majority in aggregate principal amount of the Outstanding Debt Securities of such series may on behalf of the Holders of all of the Debt Securities of such series waive any past default or Event of Default hereunder and its consequences, except a default in the payment of the principal of (and premium, if any) or interest on any Debt Security of such series. Upon any such waiver the Company, the Trustee and the Holders of the Debt Securities of such series shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon. Whenever any default or Event of Default hereunder shall have been waived as permitted by this Section 606, said default or Event of Default shall for all purposes of the Debt Securities of such series and this Indenture be deemed to have been cured and to be not continuing.

SECTION 607. Limitations on Right of Holders to Institute Proceedings.

No Holder of any Debt Security of any series shall have any right to institute an action, suit or proceeding at law or in equity with respect to this Indenture, or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, in each case with respect to an Event of Default with respect to such series of Debt Securities, unless (1) such Holder

previously shall have given to the Trustee written notice of the occurrence of one or more Events of Default with respect to such series of Debt Securities; (2) the Holders of 25% in aggregate principal amount of the Outstanding Debt Securities of such series shall have requested the Trustee in writing to take action in respect of the matter complained of; and (3) unless such Holder or Holders have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee, for 60 days after receipt of such notification, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every such case to be conditions precedent to any such action, suit or proceeding by any Holder of any Debt Security of such series, it being understood and intended that no one or more of such Holders shall have any right in any manner whatsoever by his or their action to enforce any right hereunder, except in the manner herein provided, and that every action, suit or proceeding at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Debt Securities of such series; provided, however, that nothing contained in this Indenture or in the Debt Securities of such series shall affect or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of (and premium, if any) and (subject to Section 307) interest on the Debt Securities of such series to the respective Holders of such Debt Securities at the Stated Maturity or Maturities expressed in such Debt Securities, or affect or impair the right, which is also absolute and unconditional, of such Holders to institute suit to enforce any such payment.

SECTION 608. Assessment of Costs and Attorneys' Fees in Legal Proceedings.

All parties to this Indenture agree, and each Holder of any Debt Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any action, suit or proceeding for the enforcement of any right or remedy under this Indenture, or in any action, suit or proceeding against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such action, suit or proceeding of an undertaking to pay the costs of such action, suit or proceeding, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such action, suit or proceeding, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided, however, that the provisions of this Section 608 shall not apply to any action, suit or proceeding instituted by the Trustee, to any action, suit or proceeding instituted by any one or more Holders holding in the aggregate more than 10% in principal amount of the Outstanding Debt Securities of any series, or to any action, suit or proceeding instituted by any Holder for the enforcement of the payment of the principal of (or premium, if any) or interest on any of the Debt Securities of such

series, on or after the respective Stated Maturity or Maturities expressed in such Debt Securities (or, in the case of redemption, on or after the Redemption Date).

SECTION 609. Rights and Remedies Cumulative.

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 rights or remedy or remedies, and each and every right and remedy shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein, and every right and remedy given by this Article Six to the Trustee and to the Holders, respectively, 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.

In case the Trustee or any Holder shall have proceeded to enforce any right or remedy under this Indenture and the proceedings for the enforcement thereof shall have been discontinued or abandoned because of waiver or for any other reason or shall have been adjudicated adversely to the Trustee or to such Holder, then and in every such case the Company, the Trustee and the Holders shall be restored severally and respectively to their former positions and rights hereunder, and thereafter all rights, remedies and powers of the Trustee and the Holders shall continue as though no such proceedings had been taken, except as to any matters so waived or adjudicated.

ARTICLE SEVEN

ACTIONS BY HOLDERS

SECTION 701. Actions By Holders.

Whenever in this Indenture it is provided that the Holders of a specified percentage or a majority in aggregate principal amount of Outstanding Debt Securities of any series may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), such action may be taken by (a) a meeting of the Holders in accordance with Article Eight or (b) by any instrument or instruments of a substantially similar tenor executed and delivered by the requisite number of Holders in accordance with the provisions of this Article Seven.

SECTION 702. Instruments.

In order to be effective to take any action under this Article Seven, an instrument shall (a) be in writing, (b) express the action to be taken, (c) be executed by or on behalf of a Holder who is such (i) if such instruments have been requested by the Company or the Trustee pursuant to a written notice mailed to all Holders of the affected series, on the date such notice is mailed or (ii) in any other case, on the date the first instrument expressing such action is delivered to the Trustee, and (d) indicate the principal amount of Debt Securities to which the instrument relates. Each such instrument must be duly acknowledged or witnessed. If such instrument is executed by a Person other than the Holder, then such instrument shall include, or be accompanied by proof acceptable to the Trustee of, such Person's authority to execute the instrument.

The ownership of Debt Securities shall be proved by the Security Register. The Trustee may accept such other proof or may require such additional proof of any other matter referred to in this Section 702 as it shall reasonably deem appropriate or necessary.

SECTION 703. Determining Principal Amount of Outstanding Debt Securities.

In determining whether the Holders of the requisite principal amount of Outstanding Debt Securities have given any authorization, demand, direction, request, notice, waiver or consent or taken any other action under this Indenture, Debt Securities owned by the Company or any other obligor on the Debt Securities or any Affiliate of the Company or such other obligor shall be disregarded and deemed not to be Outstanding, except that for the purpose of determining whether the Trustee shall be protected in relying on any such authorization, demand, direction, request, notice, waiver, consent or action, only Debt Securities which the Trustee knows are so owned shall be disregarded. Debt Securities so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section 703 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Debt Securities and that the pledgee is not the Company or any other obligor upon the Debt Securities or any Affiliate of the Company or such other obligor. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

For purposes of determining the principal amount of Outstanding Debt Securities of any series the Holders of which are required, requested or permitted to give any request, demand, authorization, direction, notice, consent, waiver or take any other action under this Indenture, (i) each Original Issue Discount Security shall be deemed to have the principal amount determined by the Trustee that could be declared to be due and payable pursuant to the terms of such Original Issue Discount Security as of a date fixed by the Trustee and (ii)

each Debt Security denominated in a Foreign Currency or composite currency shall be deemed to have the principal amount determined by the Trustee by translating the principal amount of such Debt Security in the currency in which such Debt Security is denominated into Dollars at the applicable Exchange Rate as of a date fixed by the Trustee.

Upon receipt of instruments representing the Holders of a sufficient amount of Debt Securities to take the action stated thereon, the Trustee shall promptly tabulate such instruments and deliver a report thereof to the Company.

SECTION 704. Revocation by Holders of Consents to Action.

At any time prior to (but not after) the evidencing to the Trustee, as provided in Section 701, of the taking of any action by the Holders of the requisite proportion of Outstanding Debt Securities of any series, any Holder of a Debt Security that is shown by the evidence to be included among the Debt Securities whose Holders consented to such action may, by filing written notice with the Trustee and upon proof of holding as provided in Section 702, revoke such action so far as concerns such Debt Security. Except as aforesaid, any such action taken by the Holder of any Debt Security shall be conclusive and binding upon such Holder and upon all future Holders of the same Debt Security and the Holder of every Debt Security issued upon the transfer thereof or in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Debt Security or any Debt Security issued in exchange or substitution therefor.

ARTICLE EIGHT

MEETINGS OF HOLDERS OF DEBT SECURITIES

SECTION 801. Purposes of Meetings.

A meeting of Holders of any series or of all series may be called at any time and from time to time pursuant to the provisions of this Article Eight for any of the following purposes:

(a) to give any notice to the Company or to the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Holders pursuant to any of the provisions of Article Six;

(b) to remove the Trustee and nominate a successor trustee pursuant to the provisions of Article Ten;

(c) to consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 1302; or

(d) to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Debt Securities of any one or more or all series, as the case may be, under any other provision of this Indenture or under applicable law.

SECTION 802. Call of Meetings by Trustee.

The Trustee may at any time, and shall upon receipt of a Board Resolution or written requests by the Holders of at least 10% in aggregate principal amount of the Outstanding Debt Securities of a series that may be affected by the action proposed to be taken (such Board Resolution or written requests setting forth in reasonable detail the action proposed to be taken at the meeting), call a meeting of the Holders of the Debt Securities of all series that may be affected by the action proposed to be taken. Such meeting shall be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Holders of Debt Securities of a series, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed to such Holders at their addresses as they shall appear on the Security Register as of a record date determined by the Trustee in its reasonable discretion. Such notice shall be mailed not less than 20 nor more than 60 days prior to the date fixed for the meeting.

SECTION 803. Call of Meetings by Company or Holders.

If a meeting of Holders has been duly requested by the Company or the Holders pursuant to Section 802, and if the Trustee has not mailed the notice of such meeting within 20 days after receipt of such request, then the Company or such Holders may determine the time and the place for such meeting and may call such meeting to take any action authorized in Section 801, by mailing notice thereof as provided in Section 802.

SECTION 804. Qualifications For Voting.

To be entitled to vote at any meeting of Holders, a Person shall (a) be a Holder of one or more Debt Securities of a series affected by the action proposed to be taken at such meeting as of the date of the mailing of notice of such meeting or (b) be a Person appointed by an instrument in writing as proxy by a Holder of one or more of such Debt Securities who was a Holder of such Debt Securities as of the date of the mailing of notice of such meeting. The only Persons who shall be entitled to be present or to speak at any meeting of Holders shall be the Persons entitled to vote at such meeting and their counsel and any

representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 805. Regulation of Meetings.

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

The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 803, in which case the Company or the Holders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by majority vote of the meeting.

Subject to the provisions of Section 703, at any meeting of Holders of the Debt Securities of a series, each such Holder or such Holder's proxy shall be entitled to one vote for each $1,000 principal amount (or the equivalent in ECU, any other composite currency or a Foreign Currency) of Outstanding Debt Securities of such series held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Debt Security challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote other than by virtue of Debt Securities of such series held by him or instruments in writing as aforesaid duly designating him as the Person to vote on behalf of other Holders of the Debt Securities of such series. At any meeting of Holders duly called pursuant to the provisions of Section 802 or 803, the presence of Persons holding or representing Debt Securities in an aggregate principal amount sufficient to take action upon the business for the transaction of which such meeting was called shall be necessary to constitute a quorum, and any such meeting may be adjourned from time to time by a majority of those present, whether or not constituting a quorum, and the meeting may be held as so adjourned without further notice.

SECTION 806. Voting.

The vote upon any resolution submitted to any meeting of the Holders of the Debt Securities of a series shall be written ballots on which shall be subscribed the signatures of such Holders or their representatives by proxy and the principal amounts of such Debt Securities held or represented by them. The

permanent chairman of the meeting shall appoint two inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes by ballot taken thereat and affidavits by one or more Persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was mailed as provided in Section 802. The record shall show the principal amounts of the Debt Securities voting in favor of or against any resolution. The record shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one of the duplicates shall be delivered to the Company and the other to the Trustee to be preserved by the Trustee.

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

SECTION 807. No Delay of Rights by Meeting.

Nothing contained in this Article Eight shall be deemed or construed to authorize or permit, by reason of any call of a meeting of Holders of the Debt Securities of any series or by reason of any right expressly or impliedly conferred hereunder to make any such call, any hindrance or delay in the exercise of any right or rights or remedy or remedies conferred upon or reserved to the Trustee or to such Holders under any of the provisions of this Indenture or of such Debt Securities.

ARTICLE NINE

REPORTS BY THE COMPANY AND THE TRUSTEE; HOLDERS' LISTS

SECTION 901. Reports by Trustee.

(a) Annual Report to Holders. On or before the first July 15 following the issuance of any series of Debt Securities and on or before July 15 in each year thereafter, the Trustee shall transmit to all Holders of such Debt Securities, as hereinafter provided, a brief report dated as of the preceding May 15 with respect to:

(1) its eligibility and qualifications under Sections 1005 and 1006 to serve as Trustee hereunder, or in lieu thereof, if to the best of its knowledge it has continued to be eligible and qualified under said Sections, a written statement to such effect;

(2) the character and amount of any advances made by it, as Trustee, which remain unpaid on the date as of which such report is made and for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Debt Securities of such series, on any property or funds held or collected by it as Trustee, if such advances so remaining unpaid aggregate more than 1/2 of 1% of the principal amount of the Outstanding Debt Securities of such series on the date as of which such report is made;

(3) the amount, interest rate and maturity date of all other indebtedness owing to it in its individual capacity, on the date as of which such report is made, by the Company or any other obligor upon the Debt Securities of such series, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in Section 1009(f)(2), 1009(f)(3), 1009(f)(4) or 1009(f)(6);

(4) the property and funds, if any, physically in its possession as Trustee on the date as of which such report is made;

(5) any additional issue of Debt Securities which it has not previously reported; and

(6) any action taken by the Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the Debt Securities, except action in respect of a default, notice of which has been or is to be withheld by the Trustee in accordance with the provisions of Section 1003.

(b) Special Reports to Holders. The Trustee shall transmit to all Holders of Debt Securities of any series, as hereinafter provided, a brief report with respect to the character and amount of any advances made by the Trustee (as such) since the date of the last report transmitted pursuant to the provisions of Subsection (a) above (or, if no such report has yet been transmitted, since the date of execution of this Indenture), for the reimbursement of which it claims or may claim a lien or charge, prior to that of the Debt Securities of such series, on property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this Subsection (b), except that the Trustee shall not be required (but may elect) to report such advances if such advances remaining unpaid at any time aggregate 10% or less of the principal

amount of the Outstanding Debt Securities of such series at such time, such report to be so transmitted within 90 days after such time.

(c) Manner and Extent of Transmitting Reports. Each report pursuant to the provisions of this Section 901 shall be transmitted by mail to all Holders of Debt Securities at their addresses as the same shall then appear on the Security Register.

(d) Copies to be Filed with Commission and Securities Exchanges. The Trustee shall, at the time of the transmission to the Holders of the Debt Securities of any series of any report pursuant to the provisions of this Section 901, file a copy of such report with each securities exchange upon which any Debt Securities of such series are listed, with the Commission and also with the Company. The Company agrees to notify the Trustee when, as and if any Debt Securities become listed on any securities exchange.

The Company will reimburse the Trustee for all expenses incurred in the preparation and transmission of any report pursuant to the provisions of this Section 901 and of Section 902.

SECTION 902. Reports by the Company.

(a) Reports and Information to be Filed with Trustee. The Company will file with the Trustee, within 30 days after the Company shall be required so to file the same with the Commission, copies of the annual reports and of the information, documents and other reports which the Company may be required to file with the Commission pursuant to the provisions of Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (or copies of such portions of any of the foregoing as the Commission may by rules and regulations prescribe); or, if the Company is not required to file information, documents or reports pursuant to the provisions of either of such Sections, then the Company will file with the Trustee and the Commission, in accordance with rules and regulations prescribed by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to the provisions of Section 13 of the Securities Exchange Act of 1934, in respect of a security listed and registered on a national securities exchange, as may be prescribed in such rules and regulations.

(b) Additional Information to Be Filed with Trustee and Commission. The Company will file with the Trustee and the Commission, in accordance with rules and regulations prescribed by the Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants

provided for in this Indenture as may be required by such rules and regulations.

(c) Reports to Holders. The Company will transmit to all Holders, within 30 days after the filing thereof with the Trustee (unless some other time shall be fixed by the Commission), in the manner and to the extent provided in Section 901(c), such summaries of any information, documents and reports required to be filed by the Company pursuant to the provisions of Subsections (a) and (b) above as may be required by rules and regulations prescribed from time to time by the Commission.

SECTION 903. Holders' Lists.

(a) Names and Addresses of Holders. The Company covenants and agrees that it will furnish or cause to be furnished to the Trustee with respect to the Debt Securities of each series for which it acts as Trustee:

(1) at least semiannually, within 10 days after each Regular Record Date with respect to such Debt Securities, a list in such form as the Trustee may reasonably require of the names and addresses of the Holders of such Debt Securities, as of such Record Date; and

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

provided, however, that so long as the Trustee shall be the Security Registrar, no such list need be furnished.

(b) Trustee to Preserve Information. The Trustee will preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of Holders so furnished or caused to be furnished to it by the Company or received by it in its capacity as Paying Agent or Security Registrar. The Trustee may (1) destroy any information furnished to it as provided in Subsection (a) above upon receipt of new similar information so furnished to it; and (2) destroy any information received by it as Paying Agent or Security Registrar, but not until 45 days after a subsequent interest payment shall have been made.

(c) Trustee to Furnish Certain Information to Holders on Request. Within five Business Days after receipt by the Trustee of a written application by any three or more Holders (hereinafter referred to as the "applicants") stating that such applicants desire to communicate with

other Holders with respect to their rights under this Indenture or under the Debt Securities, and accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, and by reasonable proof that each such applicant has owned a Debt Security for a period of at least six months preceding the date of such application, the Trustee shall, at its election, either

(1) afford to such applicants access to all information furnished to, or received by, and preserved by, the Trustee pursuant to the provisions of this Section 903; or

(2) inform such applicants as to the approximate number of Holders according to the most recent information so furnished to, or received by, and preserved by, the Trustee, and as to the approximate cost of mailing to such Holders the form of proxy or other communication, if any, specified in such application.

If the Trustee shall elect not to afford to such applicants access to such information, the Trustee shall, upon the written request of such applicants, mail to each Holder whose name and address are contained in the information so furnished to, or received by, and preserved by, the Trustee, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of such mailing, unless, within five days after such tender, the Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Trustee, such mailing would be contrary to the best interests of the Holders or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of the objections specified in the written statement so filed, or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all objections so sustained have been met, and shall enter an order so declaring, the Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

Each and every Holder of a Debt Security, by receiving and holding the same, agrees with the Company and the Trustee that none of the Company, the Trustee or any agent of either of them shall be held

accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with the provisions of this Subsection (c), regardless of the source from which such information was derived, and that the Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under this Subsection (c).

ARTICLE TEN

CONCERNING THE TRUSTEE

SECTION 1001. Acceptance of Trusts Upon Specified Conditions.

The Trustee accepts the trusts created by this Indenture upon the terms and conditions hereof, including the following, to all of which the parties hereto and the Holders from time to time of the Debt Securities agree:

(a) Trustee Entitled to Compensation and Expenses; Indemnification. The Trustee shall be entitled to such compensation as is agreed upon in writing 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), and the Company agrees to pay such compensation, and all other reasonable expenses (including the fees of Trustee's counsel), disbursements and advances incurred or made by the Trustee hereunder, promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. The Company also agrees to indemnify each of the Trustee and any predecessor trustee hereunder for, and to hold it or them harmless against, any loss, liability or expense incurred without its or their own negligence or bad faith, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder and the performance of its or their duties, as well as the costs and expenses of defending itself or themselves against any claim or liability in connection with the exercise or performance of any of its or their powers or duties hereunder. As security for the performance of the obligations of the Company under this Subsection (a), the Trustee shall have a lien therefor on any moneys held by the Trustee hereunder prior to any rights therein of the Holders. Notwithstanding any provisions of this Indenture to the contrary, the obligations of the Company to indemnify the Trustee under this Section 1001(a) shall survive any satisfaction and discharge under Article Eleven.

(b) Trustee May Act by Agents and Attorneys. The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by its agents and attorneys and shall not be

responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

(c) Trustee Not Responsible for Recitals of Fact. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals contained herein or in the Debt Securities (except its certificates of authentication thereon), all of which are made by the Company solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Indenture or of the Debt Securities (except its certificates of authentication thereon), and the Trustee makes no representation with respect thereto. The Trustee shall not be accountable for the use or application by the Company of any Debt Securities, or the proceeds of any Debt Securities, authenticated and delivered by the Trustee in conformity with the provisions of this Indenture.

(d) Trustee May Consult With Counsel. The Trustee may consult with counsel, and, to the extent permitted by Section 1002, any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered to be taken by the Trustee hereunder in good faith and in accordance with such Opinion of Counsel.

(e) Trustee May Rely Upon Certificate as to Adoption of Resolutions; Requests May Be Evidenced by Officers' Certificate. The Trustee, to the extent permitted by Section 1002, may rely upon the certificate of the Secretary or one of the Assistant Secretaries of the Company as to the adoption of any resolution by the Board of Directors or stockholders of the Company, and any request, direction, order or demand of the Company mentioned herein shall be sufficiently evidenced by, and whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, offering or omitting any action hereunder, the Trustee may rely upon, an Officers' Certificate (unless other evidence in respect thereof be herein specifically prescribed).

(f) Trustee May Become Owner or Pledgee of Debt Securities. The Trustee or any agent of the Trustee, in its individual or any other capacity, may become the owner or pledgee of Debt Securities and, subject to Sections 1006 and 1009, may otherwise deal with the Company with the same rights it would have had if it were not a Trustee or such agent.

(g) Segregation of Funds. 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 Company.

(h) Action at Request of or with Consent of Holder Binding on Future Holders. Any action taken by the Trustee pursuant to any provision hereof at the request or with the consent of any Person who at the time is the Holder of any Debt Security shall be conclusive and binding in respect of any such Debt Security upon all future Holders thereof or of any Debt Security or Securities that may be issued for or in lieu thereof in whole or in part, whether or not such Debt Security shall have noted thereon the fact that such request or consent had been made or given.

(i) Trustee May Rely on Instruments Believed by It to Be Genuine. Subject to the provisions of Section 1002, the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, 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.

(j) Trustee Need Not Exercise Rights or Powers Unless Indemnified by Holders. Subject to the provisions of Section 1002, the Trustee shall not be under any obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any Holders, pursuant to any provision of this Indenture, unless one or more Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that may be incurred by it therein or thereby.

(k) Trustee Not Liable for Action Taken or Omitted in Good Faith. Subject to the provisions of Section 1002, the Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within its discretion or within the rights or powers conferred upon it by this Indenture.

(l) Trustee Not Bound to Make Investigation. Subject to the provisions of the first paragraph of Section 1002, 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, consent, order, approval, bond, debenture or other paper or document.

(m) Trustee Not Deemed to Have Knowledge of Default. Subject to the provisions of Section 1002, the Trustee shall not be deemed

to have knowledge or notice of any default or Event of Default unless a Responsible Officer of the Trustee has actual knowledge thereof or unless the Holders of not less than 25% of the Outstanding Debt Securities of any series notify the Trustee in writing thereof.

SECTION 1002. Duties of Trustee in Case of Default.

If one or more Events of Default with respect to the Debt Securities of any series shall have happened, then, during the continuance thereof, the Trustee shall, with respect to the Debt Securities of such series, exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

None of the provisions of this Indenture shall be construed as relieving the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that, anything contained in this Indenture to the contrary notwithstanding:

(a) When No Default Subsisting. Unless and until an Event of Default with respect to the Debt Securities of any series shall have happened, which at the time is continuing,

(1) the Trustee undertakes to perform such duties and only such duties with respect to the Debt Securities of that series as are specifically set out in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, whose duties and obligations shall be determined solely by the express provisions of this Indenture; and

(2) the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, in the absence of bad faith on the part of the Trustee, upon certificates and opinions furnished to it pursuant to the express provisions of this Indenture; but in the case of any such certificates or opinions which, by the provisions of this Indenture, 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;

(b) Trustee Not Liable for Error of Judgment Made in Good Faith by Responsible Officer. The Trustee shall not be liable to any Holder or to any other Person for error of judgment made in good faith by a Responsible Officer or Officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(c) Trustee Not Liable for Certain Action or Non-Action at Direction of Holders of Majority of Debt Securities. The Trustee shall not be liable to any Holder or to any other Person with respect to any action taken or omitted to be taken by it in good faith, in accordance with the direction of Holders given as provided in Section 606, relating to the time, method and place of conducting any proceeding for any remedy available to it or exercising any trust or power conferred upon it by this Indenture.

None of the provisions of this Indenture shall be construed as requiring the Trustee to expend or risk its own funds or otherwise to incur any personal financial liability in the performance of any of its duties hereunder or in the exercise of any of its right or remedies, if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

SECTION 1003. Notice to Holders of Defaults.

Within 90 days after the occurrence thereof, the Trustee shall give to the Holders of the Debt Securities of a series, as provided in Section 901(c), notice of each default with respect to the Debt Securities of such series known to the Trustee, unless such default shall have been cured before the giving of such notice (the term "default" for the purposes of this Section 1003 being hereby defined to be the events specified in Section 601, which are, or after notice or lapse of time or both would become, Events of Default as defined in said Section); but, unless such default be the failure to pay the principal of (or premium, if any) or interest on any of the Debt Securities of such series when and as the same shall become due and payable, or to make any sinking fund payment as to Debt Securities of the same 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 or Responsible Officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Debt Securities of such series.

SECTION 1004. Resignation of Trustee and Notice Thereof.

The Trustee, or any successor to it hereafter appointed, may at any time resign and be discharged of the trusts hereby created with respect to any one or more or all series of Debt Securities by giving to the Company notice in writing and by mailing notice thereof to the Holders of the Debt Securities of such series at their addresses as the same shall then appear in the Security Register. Such resignation shall take effect upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee. Any Trustee hereunder may be removed with respect to any series of Debt Securities at any time by the Holders of a majority in aggregate principal amount of the

Outstanding Debt Securities of such series, acting pursuant to the provisions of Article Seven or Article Eight.

Upon its resignation or removal, any Trustee shall be entitled to the payment of reasonable compensation for the services rendered hereunder by such Trustee and to the payment of all reasonable expenses incurred hereunder and all moneys then due to it hereunder. The Trustee's rights to indemnification provided in Section 1001(a) shall survive its resignation or removal.

SECTION 1005. Qualifications of Trustee.

There shall at all times be a Trustee under this Indenture, and such Trustee shall at all times be a corporation organized and doing business under the laws of the United States or of any State, which is authorized under such laws to exercise corporate trust powers and is subject to supervision or examination by Federal or State authority and which has a combined capital and surplus of not less than $10,000,000. For the purposes of this Section 1005, the combined capital and surplus of any such Trustee shall be deemed to be the combined capital and surplus as set forth in the most recent report of its condition published by such Trustee; provided that such reports are published at least annually, pursuant to law or to the requirements of a Federal or State supervising or examining authority. If such Trustee or any successor shall at any time cease to have the qualifications prescribed in this Section 1005, it shall promptly resign as Trustee hereunder.

SECTION 1006. Disqualification of Trustee by Reason of Conflicting Interest.

(a) Trustee to Resign. If the Trustee has or shall acquire any conflicting interest, as the term "conflicting interest" is defined in Subsection (d) below, with respect to the Debt Securities of any series, the Trustee shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign with respect to the Debt Securities of that series, such resignation to become effective upon the appointment of a successor Trustee and the acceptance by such successor Trustee of such appointment. If the Trustee shall resign, the Company shall take prompt steps to have a successor appointed in the manner provided in Section 1007.

(b) Notice to Holders of Failure to Resign. In the event that the Trustee shall fail to comply with the provisions of Subsection (a) above, the Trustee shall, within ten days after the expiration of such 90 day period, transmit notice of its failure in that regard to the Holders as provided in Section 901(c).

(c) Right of Holders to Petition for Removal of Trustee. Subject to the provisions of Section 607, any Holder of a Debt Security of any series, who has been a bona fide Holder of a Debt Security 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 removal of the Trustee with respect to the Debt Securities of that series and the appointment of a successor Trustee, if the Trustee shall fail, after written request therefor by such Holder, to comply with the provisions of Subsection (a) above.

(d) Meaning of the Term "Conflicting Interest"; Calculation of Percentages of Debt Securities. For the purposes of this Section 1006, the Trustee shall be deemed to have a "conflicting interest" with respect to the Debt Securities of any series, if

(1) the Trustee is trustee under this Indenture with respect to Outstanding Debt Securities of any series other than that series or is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding; provided, however, that there shall be excluded from the operation of this paragraph (1) this Indenture with respect to the Debt Securities of any series other than that series and any other indenture or indentures under which other securities or certificates of interest or participation in other securities of the Company are outstanding, if (i) this Indenture (with respect to the Debt Securities of that series and each other series for which the Trustee is trustee hereunder) and such other indenture or indentures are wholly unsecured, and such other indenture or indentures are hereafter qualified under the Trust Indenture Act, unless the Commission shall have found and declared by order pursuant to subsection (b) of Section 305 or subsection (c) of Section 307 of the Trust Indenture Act that differences exist between the provisions of this Indenture with respect to Debt Securities of that series and one or more other series or between provisions of this Indenture with respect to Debt Securities of that series and the provisions of such other indenture or indentures, which are so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as trustee under this Indenture with respect to the Debt Securities of that series and such other series or under one of said other indentures; or (ii) the Company shall have sustained the burden of proving, on application to the Commission and after the opportunity for hearing thereon, that the trusteeship under this Indenture with respect to the Debt Securities of that series and, as the case may be, with respect to Securities of such other series or under such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or

for the protection of investors to disqualify the Trustee from acting as such under this Indenture with respect to the Debt Securities of that series and such other series or under one of such indentures;

(2) the Trustee or any of its directors or executive officers is an obligor upon the Debt Securities of such series issued under this Indenture or an underwriter for the Company;

(3) the Trustee directly or indirectly controls, or is directly or indirectly controlled by, or is under direct or indirect common control with, the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of any underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of the Trustee and a director and/or an executive officer of the Company, but may not be at the same time an executive officer of both the Trustee and the Company, and (B) if and so long as the number of directors of the Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company, and (C) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this Subsection (d), to act as trustee, whether under an indenture or otherwise;

(5) 10% or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or 20% or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or 10% or more of such voting securities is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more of such persons;

(6) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Subsection (d) defined), (A) 5% or more of the voting securities, or 10% or more of any other class of security, of the Company, not including any of the Debt Securities and not

including securities issued under any other indenture under which the Trustee is also trustee, or (B) 10% or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Subsection (d) defined), 5% or more of the voting securities of any person who, to the knowledge of the Trustee, owns 10% or more of the voting securities of, or controls directly or indirectly, or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default (as hereinafter in this Subsection (d) defined), 10% or more of any class of security of any person who, to the knowledge of the Trustee, owns 50% or more of the voting securities of the Company; or

(9) the Trustee owns, on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of 25% or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7) or (8) of this Subsection (d). As to any of such securities of which the Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of not more than two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed 25% of such voting securities or 25% of any such class of security. Promptly after May 15 in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of such May 15. If the Company shall fail to make payment in full of the principal of (or premium, if any) or interest of any of the Debt Securities under this Indenture, when and as the same becomes due and payable, and such failure shall continue for 30 days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such 30-day period, and after such date, notwithstanding the foregoing provisions of this paragraph (9), all such securities so held by the Trustee, with sole or joint control

over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by the Trustee, for the purposes of paragraphs (6), (7) and (8) of this Subsection (d).

The specification of percentages in paragraphs (5) to (9), inclusive, of this Subsection (d) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or paragraph (7) of this Subsection (d).

For the purposes of paragraphs (6), (7), (8) and (9) of this Subsection (d), (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be "in default" when a default in payment of principal shall have continued for 30 days or more and shall not have been cured; and (C) the Trustee shall not be deemed the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as defined in clause (B) above, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as a custodian, escrow agent or depositary or in any similar representative capacity.

For the purposes of this Subsection (d) the term "underwriter" when used with reference to the Company means every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered for or has sold for the Company in connection with, the distribution of any security of the Company which is outstanding at the time the determination is made, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

The percentages of voting securities and other securities specified in this Subsection (d) shall be calculated in accordance with the following provisions:

(A) A specified percentage of the voting securities of a person means such amount of the outstanding voting securities of

such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(B) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(C) The term "amount", when used in regard to securities, means the principal amount, if relating to evidence of indebtedness; the number of shares, if relating to capital shares; and the number of units, if relating to any other kind of security.

(D) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(i) securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(ii) securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(iii) securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise; and

(iv) securities held in escrow, if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(E) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; provided, however, (i) that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, and (ii) that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates

thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

In the event that any person other than the Company shall at any time become an obligor upon any of the Debt Securities, so long as such person shall continue to be such obligor the provisions of this Subsection (d), in addition to being applicable to the Trustee and the Company, shall be applicable to the Trustee and such obligor.

SECTION 1007. Appointment of Successor Trustee.

In case at any time the Trustee shall resign, or shall be removed (unless the Trustee shall be removed as provided in Subsection (c) of Section 1006, in which event the vacancy shall be filled as provided in said Subsection), or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property of affairs for the purpose of rehabilitation, conservation or liquidation with respect to the Debt Securities of one or more series, a successor Trustee with respect to the Debt Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Debt Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Debt Securities of any series) may be appointed by the Holders of a majority in aggregate principal amount of the Outstanding Debt Securities of that or those series, by an instrument or instruments in writing signed in duplicate by such Holders and filed, one original thereof with the Company and the other with the successor Trustee; but, until a successor Trustee shall have been so appointed by the Holders of Debt Securities of that or those series as herein authorized, the Company by Board Resolution, or, in case all or substantially all the assets of the Company shall be in the possession of one or more custodians or receivers lawfully appointed, or of trustees in bankruptcy or reorganization proceedings (including a trustee or trustees appointed under the provisions of the Federal bankruptcy laws, as now or hereafter constituted), or of assignees for the benefit of creditors, such receivers, custodians, trustees or assignees, as the case may be, by an instrument in writing, shall appoint a successor Trustee with respect to the Debt Securities of such series. Subject to the provisions of Sections 1004, 1005 and 1006, upon the appointment as aforesaid of a successor Trustee with respect to the Debt Securities of any series, the Trustee with respect of the Debt Securities of such series shall cease to be Trustee hereunder. After any such appointment (other than by the Holders of Debt Securities of that or those series) the person making such appointment shall forthwith cause notice thereof to be mailed to the Holders of Debt Securities of such series at their addresses as the same shall then appear on the Security Register; but any successor Trustee with respect to the Debt Securities of such series so appointed shall immediately and without further

act, be superseded by a successor Trustee appointed by the Holders of Debt Securities of such series in the manner above prescribed, if such appointment be made prior to the expiration of one year from the date of the mailing of such notice by the Company, or by such receivers, trustees or assignees.

If any Trustee with respect to the Debt Securities of one or more series shall resign because of conflict of interest as provided in Section 1006(a) and a successor Trustee shall not have been appointed by the Company or by the Holders of the Debt Securities of such series or, if any successor Trustee so appointed shall not have accepted its appointment within 30 days after such appointment shall have been made, the resigning Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee. If in any other case a successor Trustee shall not be appointed pursuant to the foregoing provisions of this Section 1007 within three months after such appointment might have been made hereunder, the Holder of any Debt Security of the applicable series or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, in any such case, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

Any successor Trustee appointed hereunder with respect to the Debt Securities of one or more series shall execute, acknowledge and deliver to its predecessor Trustee and to the Company, or to the receivers, trustees, assignees or court appointing it, as the case may be, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations with respect to such series of such predecessor Trustee with like effect as if originally named as Trustee hereunder, and such predecessor Trustee, upon payment of its charges and disbursements then unpaid, shall thereupon become obligated to pay over, and such successor Trustee shall be entitled to receive, all moneys and properties held by such predecessor Trustee as Trustee hereunder. Nevertheless, on the written request of the Company or of the successor Trustee or of the Holders of at least 10% in aggregate principal amount of the Outstanding Debt Securities of such series, such predecessor Trustee, upon payment of its said charges and disbursements, shall execute and deliver an instrument transferring to such successor Trustee upon the trusts herein expressed all the rights, powers and trusts of such predecessor Trustee and shall assign, transfer and deliver to the successor Trustee all moneys and properties held by such predecessor Trustee; and, upon request of any such successor Trustee, the Company shall make, execute, acknowledge and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Trustee all such authority, rights, powers, trusts, immunities, duties and obligations.

SECTION 1008. Merger, Conversion or Consolidation of Trustee or Transfer of its Corporate Trust Business; Authentication of Debt Securities by Successor Trustee.

Any corporation into which the Trustee or any successor to it in the trusts created by this Indenture shall be merged or converted, or any corporation with which it or any successor to it shall be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee or any such successor to it shall be a party, or any corporation to which the Trustee or any successor to it shall sell or otherwise transfer all or substantially all of the corporate trust business of the Trustee, shall be the successor Trustee under this Indenture without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case at the time such successor to the Trustee shall succeed to the trusts created by this Indenture with respect to one or more series of Debt Securities, any of such Debt Securities shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Debt Securities so authenticated; and in case at that time any of the Debt Securities shall not have been authenticated, any successor to the Trustee may authenticate such Debt Securities either in the name of any predecessor Trustee hereunder or in the name of the successor Trustee; and in all such cases such certificates shall have the full force which it is anywhere in the Debt Securities or in this Indenture provided that the certificate of the Trustee shall have.

SECTION 1009. Trustee Required to Account for Amounts Collected as Creditor of the Company Under Certain Conditions.

(a) Trustee, as a Creditor, to Set Apart and Hold Certain Moneys in a Special Account During Default.

If the Trustee in its individual capacity shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Company within four months prior to a default, as the term "default" is defined in Subsection (e) of this Section 1009, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the Holders of Debt Securities and the holders of any other indenture securities as the term "other indenture securities" is defined in said Subsection (e):

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or

disposition of any property described in paragraph (2) of this Subsection (a), or from the exercise of any right of setoff which the Trustee could have exercised, if any voluntary or involuntary case had been commenced in respect of the Company under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law upon the date of such default; and

(2) all property received by the Trustee in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

(b) Situations Not Requiring Trustee to Account. Nothing contained in this Section 1009 shall affect the right of the Trustee:

(1) to retain for its own account (A) payments made on account of any such claim by any person (other than the Company) who is liable thereon, and (B) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (C) distributions made in cash, securities or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Federal bankruptcy laws, as now or hereafter constituted, or applicable State law;

(2) to realize, for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(3) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default, as defined in Subsection (e) of this Section 1009, would occur within four months; or

(4) to receive payment on any claim referred to in paragraph (2) or paragraph (3) of this Subsection (b), against the

release of any property held as security for such claim as provided in said paragraph (2) or said paragraph (3), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (2), (3) and (4) of this Subsection (b), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of, or in substitution for, or for the purpose of repaying or refunding, any preexisting claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

(c) Apportionment of Funds and Property Set Apart. If the Trustee shall be required to account, the funds and property held in a special account pursuant to the provisions of this Section 1009 and the proceeds thereof shall be apportioned among the Trustee, the Holders of Debt Securities and the holders of other indenture securities in such manner that the Trustee, the Holders of Debt Securities and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in receivership or liquidation proceedings or any voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee, the Holders of Debt Securities and the holders of other indenture securities dividends on claims filed against the Company in receivership or liquidation proceedings or any voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this Subsection (c) with respect to any claim, the term "dividends" shall include any distribution with respect to such claim in receivership or liquidation proceedings or any voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or applicable State law, whether such distribution is made in cash, securities or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such receivership or liquidation proceeding or such voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or applicable State law shall be pending shall have jurisdiction (A) to apportion among the Trustee, the Holders of Debt

Securities and the holders of other indenture securities, in accordance with the provisions of this Subsection (c), the funds and property held in such special account and the proceeds thereof, or (B) in lieu of such an apportionment thereof, in whole or in part, to give to the provisions of this Subsection (c) due consideration in determining the fairness of the distributions to be made to the Trustee, the Holders of Debt Securities and the holders of other indenture securities with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this Subsection (c) as a mathematical formula.

(d) In Case of Resignation or Removal of Trustee. In case the Trustee shall have resigned or been removed after the beginning of such four months' period, the Trustee shall be subject to the provisions of this Section 1009 as though such resignation or removal had not occurred. If the Trustee shall have resigned or been removed prior to the beginning of such four months' period, it shall be subject to the provisions of this Section 1009 if and only if the receipt of property or reduction of claim which would have given rise to the obligation to account, if the Trustee had continued as such trustee hereunder, occurred after the beginning of such four months' period and within four months after such resignation or removal.

(e) Meaning of Certain Terms as Used in Section 1009. As used in this Section 1009, the term "default" means any failure to make payment in full of the principal of (or premium, if any) or interest or the Debt Securities or any other indenture securities, when and as such principal (or premium) or interest becomes due and payable; and the term "other indenture securities" means securities upon which the Company is an obligor (as the term "obligor" is defined in the Trust Indenture Act) outstanding under any other indenture which is qualified under the Trust Indenture Act and under which the Trustee is also trustee and under which a default exists at the time of the apportionment of the funds and property held in said special account.

(f) Creditor Relationships to Which Section 1009 Inapplicable. None of the foregoing provisions of this Section 1009 shall be applicable in respect of a creditor relationship arising from:

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by the Trustee;

(2) advances authorized by a court of competent jurisdiction in the premises, in any voluntary or involuntary case under the Federal bankruptcy laws, as now or hereafter constituted, or any other applicable Federal or State bankruptcy, insolvency or other similar law, or by this Indenture, for the purposes of preserving any property which shall at the time be subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances thereon, if notice of such advance and of the circumstances surrounding the making thereof is given to the Holders of the Debt Securities at the time and in the manner provided in Section 901 with respect to reports pursuant to Subsections (a) and (b) thereof;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction, as defined in this Subsection (f);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper, as the term "self-liquidating paper" is defined in this Subsection (f).

The term "security" or "securities" as used in this Subsection (f) shall mean any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas or other mineral rights, or, in general, any interest or instrument commonly known as a "security," or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

The term "cash transaction" as used in paragraph (4) of this Subsection (f) means any transaction in which full payment for goods or securities sold is made within seven days after the delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand.

The term "self-liquidating paper" as used in paragraph (6) of this Subsection (f) means any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security; provided that the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

In the event that any person other than the Company shall at any time become an obligor upon any of the Debt Securities, so long as such person shall continue to be such obligor the provisions of this Section 1009, in addition to being applicable to the Trustee and the Company, shall be applicable to the Trustee and such obligor.

SECTION 1010. Trustee May Rely on Officers' Certificate.

Subject to Section 1002, and subject to the provisions of Section 1403 with respect to the certificates required thereby, whenever in the administration of the provisions of this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by an Officers' Certificate with respect thereto delivered to the Trustee, and such Officers' Certificate, in the absence of negligence or bad faith on the part of the Trustee, shall be full warrant to the Trustee for any action taken, suffered to be taken or omitted by it under the provisions of this Indenture upon the faith thereof.

ARTICLE ELEVEN

SATISFACTION AND DISCHARGE

SECTION 1101. Discharge of Indenture Upon Payment of Debt Securities.

If and when the principal of (and premium, if any) and interest on all the Outstanding Debt Securities and all other sums due hereunder shall have been fully paid, this Indenture shall cease and terminate, and, upon receipt of a Company Request accompanied by the Officers' Certificate and Opinion of Counsel required by Section 1403, and upon proof being given to the reasonable satisfaction of the Trustee that all the Debt Securities have been paid or satisfied, and upon payment of the costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture, the Trustee shall cancel this Indenture and execute and deliver to the Company such instruments as shall be requisite to evidence the satisfaction hereof.

If at any time no Debt Securities have been issued and authenticated or if all previously issued and authenticated Debt Securities have been cancelled or delivered to the Trustee for cancellation, upon receipt of a Company Request accompanied by the Officers' Certificate and Opinion of Counsel required by Section 1403, and upon payment of the costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture, the Trustee shall cancel this Indenture and execute and deliver to the Company such instruments as shall be requisite to evidence the satisfaction hereof.

SECTION 1102. Discharge of Indenture Upon Deposit of Moneys.

If, at the Maturity of the Debt Securities of any series, the Company shall deposit with the Trustee, in trust for the benefit of the Holders thereof, funds sufficient to pay the principal of (and premium, if any) and interest on all of the Outstanding Debt Securities of such series, and shall pay all costs, charges and expenses incurred or to be incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture, the Trustee, upon receipt of a Company Request accompanied by the Officers' Certificate and Opinion of Counsel required by Section 1403, shall cancel and satisfy this Indenture. The Trustee shall apply the moneys so deposited to the payment to the Holders of the Debt Securities of such series of all sums due thereon for principal (and premium, if any) and interest.

SECTION 1103. Discharge of Certain Indebtedness Upon Deposit of Moneys.

If this Section 1103 is specified in the manner contemplated by Section 301 to be applicable to Debt Securities of any series, the Company shall

be deemed to have paid and discharged the entire indebtedness on all Outstanding Debt Securities of such series if the Company shall (a) deposit with the Trustee, in trust for the benefit of the Holders thereof, (1) funds sufficient to pay or (2) such amount of Government Obligations as will or will together with the income thereon, without consideration of any reinvestment thereof, be sufficient to pay the principal of (and premium, if any) and interest on the Debt Securities of such series, as such payments shall become due from time to time, and (b) pay or make arrangements satisfactory to the Trustee for paying all costs, charges and expenses incurred by the Trustee in relation thereto or in carrying out the provisions of this Indenture in relation thereto, then this Indenture shall cease to be of further effect with respect to Debt Securities of such series (except as to (i) rights of registration of transfer, substitution and exchange of Debt Securities of such series, (ii) rights of Holders to receive payments of the principal of (and premium, if any) and interest on the Debt Securities of such series as such payments shall become due from time to time and other rights, duties and obligations of Holders as beneficiaries hereof with respect to the amounts so deposited with the Trustee, (iii) provisions, if any, applicable to such series relating to optional redemption and Mandatory and Optional Sinking Fund Payments and (iv) the rights, obligations and immunities of the Trustee hereunder (for which purposes the Debt Securities of such series shall be deemed Outstanding)), and the Company shall have no further obligations or liability with respect to any Debt Securities of such series.

In any such case the Trustee, upon receipt of a Company Request accompanied by the Officers' Certificate and Opinion of Counsel required by Section 1403, shall execute and deliver to the Company such instruments as shall be requisite to evidence the satisfaction thereof with respect to Debt Securities of such series. The Trustee shall apply the amounts so deposited and the proceeds thereof to the payment to the Holders of the Debt Securities of such series of all sums due thereon for principal (and premium, if any) and interest.

SECTION 1104. Termination of Certain Obligations Upon Deposit of Moneys.

If this Section 1104 is specified in the manner contemplated by Section 301 to be applicable to Debt Securities of any series, the Company's obligations on all Debt Securities of such series shall be deemed to be terminated on the 91st day after the Company deposits with the Trustee, in trust for the benefit of the Holders thereof, (a) funds sufficient to pay, or (b) such amount of Government Obligations as will or will together with the income thereon, without consideration of any reinvestment thereof, be sufficient to pay the principal of (and premium, if any) and interest on all of the Debt Securities of such series, as such payments shall become due from time to time; provided, however, that no Event of Default under Section 601(e) or 601(f) or event which, with notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing on such date; and provided further that such

termination shall not relieve the Company of its obligations under the Debt Securities of such series and this Indenture to pay when due the principal of (and premium, if any) and interest on the Debt Securities of such series if not paid (or considered paid) when due from the funds and Government Obligations (and the income thereon) so deposited. Notwithstanding the termination of any obligations of the Company in accordance with this Section 1104, the Company's rights and obligations under Sections 305, 306, 501, 502, 503, 903, 1001, 1004, 1105 and 1106, and provisions, if any, applicable to such series relating to optional redemption and Mandatory and Optional Sinking Fund Payments, shall survive until the Debt Securities of such series are no longer Outstanding. Thereafter the Company's rights and obligations under Sections 1001, 1105 and 1106 shall survive.

After a deposit as provided herein, the Trustee, upon receipt of a Company Request, shall acknowledge in writing the discharge of the Company's obligations under this Indenture with respect to Debt Securities of a particular series except for those surviving obligations specified above. The Trustee shall apply the amounts so deposited and the proceeds thereof to the payment to the Holders of the Debt Securities of such series of all sums due thereon for principal (and premium, if any) and interest.

SECTION 1105. Certain Deposits With the Trustee to be Held in Escrow.

Any deposits with the Trustee referred to in Section 1103 or 1104 shall be irrevocable (except to the extent provided in Section 1106) and shall be made under the terms of an escrow trust agreement in form and substance satisfactory to the Trustee. If any Outstanding Debt Securities of a series are to be redeemed prior to their Stated Maturity, whether pursuant to any optional redemption provisions or in accordance with any Mandatory or Optional Sinking Fund Payments, the applicable escrow trust agreement shall provide therefor, and the Company shall make such arrangements as are satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company. The agreement shall provide that, upon satisfaction of any Mandatory Sinking Fund Payments, whether by deposit of funds, application of proceeds of deposited Government Obligations or, if permitted, by delivery of Debt Securities, the Trustee shall pay or deliver over to the Company as excess funds pursuant to Section 1106 all funds or obligations then held under the agreement and allocable to the Mandatory Sinking Fund Payments so satisfied.

If Debt Securities of a series with respect to which such deposits are made may be subject to later redemption at the option of the Company or pursuant to Optional Sinking Fund Payments, the applicable escrow trust agreement may, at the option of the Company, provide therefor. In the case of an optional redemption in whole or in part, such agreement shall require the Company to deposit with the Trustee on or before the date on which notice of

redemption is given funds sufficient to pay the Redemption Price of the Debt Securities to be redeemed together with all unpaid interest thereon to the Redemption Date. Upon such deposit of funds, the Trustee shall pay or deliver over to the Company as excess funds pursuant to Section 1106 all funds or obligations then held under such agreement and allocable to the Debt Securities to be redeemed. In the case of exercise of optional Sinking Fund Payment rights by the Company, such agreement may, at the option of the Company, provide that upon deposit by the Company with the Trustee of funds pursuant to such exercise the Trustee shall pay or deliver over to the Company as excess funds pursuant to Section 1106 all funds or obligations then held under such agreement for such series and allocable to the Debt Securities to be redeemed.

SECTION 1106. Repayment to Company.

The Trustee and any Paying Agent shall promptly pay or return to the Company upon Company Request any money or Government Obligations held by them at any time that are not required for the payment of the principal of (and premium, if any) and interest on the Debt Securities of any series for which money or Government Obligations have been deposited, including any such money or Government Obligations held by the Trustee under any escrow trust agreement entered into pursuant to Section 1105.

The provisions of the last paragraph of Section 503 shall apply to any money held by the Trustee or any Paying Agent under this Article that remains unclaimed for two years after the Maturity of any series of Debt Securities for which money or Government Obligations have been deposited pursuant to Article Eleven.

SECTION 1107. Reinstatement.

If the Trustee or any Paying Agent is unable to apply any money and/or Government Obligations deposited in trust in accordance with Section 1103 or 1104 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 (including any such order or judgment requiring the payment of such money and/or Government Obligations to the Company), the Company's obligations under this Indenture and the Debt Securities shall be revived and reinstated as of such date, until such time as the Trustee or such Paying Agent is permitted to apply all such money and/or Government Obligations in accordance with Section 1103 or 1104, as the case may be; provided, however, that if the Company has made any payment of the principal of (or premium, if any) or interest on any Debt Securities because of the reinstatement of its obligations, the Company shall be entitled to receive the aggregate amount of such payments from the Trustee or such Paying Agent as excess funds pursuant to Section 1106. In the event that for any reason the Trustee

or such Paying Agent is unable to pay any such amount pursuant to Section 1106, the Company shall be subrogated to the rights of the Holders of such Debt Securities to receive such payments from the money and/or Government Obligations held by the Trustee or such Paying Agent pursuant to Section 1105.

SECTION 1108. Indemnity for Government Obligations.

The Company shall pay and shall indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the deposited Government Obligations or the principal or interest received on such Obligations.

SECTION 1109. Deposits of Foreign Currencies.

Notwithstanding the foregoing provisions of this Article Eleven, if the Debt Securities of any series are payable in a Foreign Currency, the coin or currency or currency unit or the nature of the government obligations to be deposited with the Trustee under the foregoing provisions of this Article Eleven shall be as set forth in the Officers' Certificate or established in the supplemental indenture under which the Debt Securities of such series are issued.

ARTICLE TWELVE

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 1201. Liability Solely Corporate.

No recourse shall be had for the payment of the principal of (or premium, if any) or interest on any Debt Security or for any claim based thereon or otherwise in respect thereof or of the indebtedness represented thereby, or upon any obligation, covenant or agreement of this Indenture, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture and the Debt Securities are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, because of the incurring of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants, promises or agreements contained in this Indenture or in any of the Debt Securities or to be implied herefrom or therefrom, and that all liability, if any, of that character against every such incorporator, stockholder, officer and director is, by the acceptance of the Debt Securities and as a condition

of, and as part of the consideration for, the execution of this Indenture and the issue of the Debt Securities, expressly waived and released.

ARTICLE THIRTEEN

SUPPLEMENTAL INDENTURES

SECTION 1301. Without Consent of Holders, Company and Trustee May Enter Into Supplemental Indentures for Specified Purposes.

The Company and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any one or more or all of the following purposes:

(a) to add to the covenants and agreements of the Company, to be observed thereafter and during the period, if any, in such supplemental indenture or indentures expressed, and to add Events of Default, in each case for the protection or benefit of the Holders of all or any series of the Debt Securities (and if such covenants, agreements and Events of Default are to be for the benefit of fewer than all series of Debt Securities, stating that such covenants, agreements and Events of Default are expressly being included for the benefit of such series as shall be identified therein);

(b) to evidence and provide for the acceptance of appointment hereunder by a successor trustee with respect to the Debt Securities of one or more series;

(c) to evidence the succession of another corporation to the Company, or successive successions, and the assumption by a successor, transferee or lessee corporation of the covenants and obligations of the Company contained in the Debt Securities of one or more series and in this Indenture or any supplemental indenture;

(d) to cure any ambiguity or to correct or supplement any provision contained herein or in any indenture supplemental hereto which may be defective or inconsistent with any other provision contained herein or in any supplemental indenture, or to make any other provision in regard to matters or questions arising under this Indenture which the Board of Directors may deem necessary or desirable and which shall not materially adversely affect the interests of the Holders of the Debt Securities;

(e) to convey, transfer, assign, mortgage or pledge to the Trustee as security for the Debt Securities any property or assets which

the Company may be required to convey, transfer, assign, mortgage or pledge in accordance with the provisions of Section 504;

(f) to prohibit the authentication and delivery of additional series of Debt Securities;

(g) to establish the forms and terms of the Debt Securities of any series as permitted in Sections 201, 202 and 301 and to delete or modify any Events of Default with respect to such Debt Securities, or to authorize the issuance of additional Debt Securities of a series previously authorized or to add to the conditions, limitations or restrictions on the authorized amount, terms or purposes of issue, authentication or delivery of the Debt Securities of any series, as herein set forth, or other conditions, limitations or restrictions thereafter to be observed; and

(h) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect or maintain the qualification of this Indenture under the Trust Indenture Act.

Subject to the provisions of Section 1303, the Trustee is authorized to join with the Company in the execution of any such supplemental indenture, to make the further agreements and stipulations which may be therein contained and to accept the conveyance, transfer, assignment, mortgage or pledge of any property or assets thereunder.

Any supplemental indenture authorized by the provisions of this Section 1301 may be executed by the Company and the Trustee without the consent of the Holders of any of the Outstanding Debt Securities, notwithstanding any of the provisions of Section 1302.

SECTION 1302. Modification of Indenture by Supplemental Indenture With Consent of Holders.

With the consent (evidenced as provided in Article Seven) of the holders of not less than a majority in aggregate principal amount of the Debt Securities at the time Outstanding which are affected by such indenture supplemental hereto (voting as a single class), the Company, when authorized by a resolution of the 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 Debt Securities of such series to be affected; provided, however, that no such supplemental indenture shall (a) extend the Stated Maturity of any Debt Security, or reduce the rate or extend the time of payment of interest thereon, or reduce the amount of the

principal thereof, or reduce any premium payable upon the redemption thereof, or reduce the amount of the principal of any Original Issue Discount Security that would be due and payable upon a declaration of the acceleration of the Maturity thereof pursuant to Section 602 or make the principal thereof or interest or premium thereon payable in any coin or currency other than that provided in the Debt Securities, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity thereof as provided in Section 607, without the consent of the Holder of each Debt Security so affected, or (b) reduce the aforesaid percentage of Debt Securities of any series, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holders of all the Debt Securities then Outstanding, or (c) modify, without the written consent of the Trustee, the rights, duties or immunities of the Trustee.

A supplemental indenture which changes or eliminates any provision of this Indenture that has expressly been included solely for the benefit of one or more particular series of Debt Securities, or which modifies the rights of the Holders of Debt Securities of such series with respect of such provision, shall be deemed not to affect the rights under this Indenture of the Holders of Debt Securities of any other series.

It shall not be necessary for the consent of the Holders under this Section 1302 to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of this Section 1302, the Company shall mail a notice, setting forth in general terms the substance of such supplemental indenture, to the Holders of Debt Securities at their addresses as the same shall then appear in the Security Register. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

SECTION 1303. Trustee to Join in Execution of Supplemental Indenture.

Upon receipt of a Company Request accompanied by the Officers' Certificate and Opinion of Counsel required by Section 1403 and by

(a) a supplemental indenture duly executed on behalf of the Company;

(b) a copy of a Board Resolution, certified by the Secretary or an Assistant Secretary of the Company, authorizing the execution of said supplemental indenture;

(c) an Opinion of Counsel, stating that said supplemental indenture complies with, and that the execution thereof is authorized or permitted by, the provisions of this Indenture; and

(d) if said supplemental indenture shall be executed pursuant to Section 1302, evidence (as provided in Article Seven) of the consent thereto of the Holders required to consent thereto as in Section 1302 provided,

then the Trustee shall join with the Company in the execution of said supplemental indenture unless said supplemental indenture affects the Trustee's own rights, 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 said supplemental indenture.

SECTION 1304. Effect of Supplemental Indenture.

Upon the execution of any supplemental indenture pursuant to the provisions of this Article Thirteen, this Indenture shall be and be deemed to be modified and amended in accordance therewith and, except as herein otherwise expressly provided, the respective rights, limitations of rights, obligations, duties and immunities under this Indenture of the Trustee, the Company and the Holders of all of the Debt Securities or of the Debt Securities of any series affected, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 1305. Matters Provided for in Supplemental Indenture May Be Noted on Debt Securities, or New Debt Securities Appropriately Modified May Be Issued in Exchange for Outstanding Debt Securities.

Debt Securities authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article Thirteen may bear a notation in a form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new Debt Securities 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 Company, authenticated by the Trustee and delivered in exchange for the Debt Securities then Outstanding in equal aggregate principal amounts, and such exchange shall be made without cost to the Holders of the Debt Securities.

SECTION 1306. Supplemental Indentures to Conform to Trust Indenture Act.

Every supplemental indenture executed pursuant to the provisions of this Article Thirteen shall conform to the requirements of the Trust Indenture Act.

ARTICLE FOURTEEN

PROVISIONS OF GENERAL APPLICATION

SECTION 1401. Consolidation, Merger, Sale or Lease.

Subject to the provisions of Section 505, nothing contained in this Indenture or in the Debt Securities shall be deemed to prevent the consolidation or merger of the Company with or into any other corporation, or the merger into the Company of any other corporation, or the sale or lease by the Company of its property and assets as, or substantially as, an entirety, or otherwise.

Upon any consolidation or merger, or any sale other than for cash or lease of all or substantially all of the assets of the Company in accordance with the provisions of Section 505, the corporation formed by such consolidation or into which the Company shall have been merged or to which such sale or lease shall have been made shall succeed to and be substituted for the Company with the same effect as if it had been named herein as a party hereto, and thereafter from time to time such corporation may exercise each and every right and power of the Company under this Indenture, in the name of the Company or in its own name; and any act or proceeding by any provision of this Indenture required or permitted to be done by the Board of Directors or any officer of the Company may be done with like force and effect by the like board or officer of any corporation that shall at the time be the successor of the Company hereunder. In the event of any such sale or conveyance, but not any such lease, the Company (or any successor corporation which shall theretofore have become such in the manner described in Section 505) shall be discharged from all obligations and covenants under the Indenture and the Debt Securities and may thereupon be dissolved and liquidated.

SECTION 1402. Benefits of Indenture.

Nothing in this Indenture or in the Debt Securities, express or implied, is intended, or shall be construed, to confer upon, or to give to, any Person other than the parties hereto and their successors and the Holders of Debt Securities any right, remedy or claim under or by reason of this Indenture or any covenant, condition, stipulation, promise or agreement hereof or herein, and all covenants, conditions, stipulations, promises and agreements hereof and herein

shall be for the sole and exclusive benefit of the parties hereto and their successors and of the Holders of the Debt Securities.

SECTION 1403. Evidence of Compliance with Conditions Precedent; Form of Documents Delivered to Trustee.

As evidence of compliance with the conditions precedent provided for in this Indenture (including any covenants, compliance with which constitutes a condition precedent) which relate to the satisfaction and discharge of this Indenture or to any other action to be taken by the Trustee upon Company Order or Request, the Company will furnish to the Trustee an Officers' Certificate, stating that such conditions precedent have been complied with, and an Opinion of Counsel stating that, in the opinion of such counsel, such conditions precedent have been complied with.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (1) a statement that each individual making such certificate or opinion has read such condition or covenant; (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 has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (4) a statement as to whether or not, in the opinion of each such individual, such condition or covenant has been complied with.

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

Any certificate or opinion of an officer of the Company may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Company stating that the information with respect to such factual matters is in the possession of the Company unless such officer or counsel knows that the certificate or opinion or representations with respect to such matters are erroneous.

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

Notwithstanding any provision of this Indenture authorizing the Trustee conclusively to rely upon any certificates or opinions, the Trustee before granting any application by the Company or taking or refraining from taking any other action in reliance thereon, may require any further evidence or make any further investigation as to the facts or matters stated therein which it may, in good faith, deem reasonable in the circumstances, and in connection therewith the Trustee may examine or cause to be examined the pertinent books, records and premises of the Company or of any Subsidiary; and the Trustee shall, in any such case, require such further evidence or make such further investigation as may be requested by the Holders of a majority in principal amount of the Debt Securities then Outstanding; provided that, if payment to the Trustee of the costs, expenses and liabilities likely to be incurred by it in making such investigation is not reasonably assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee before making such investigation may require reasonable indemnity against such costs, expenses or liabilities. Any further evidence that may be requested by the Trustee pursuant to any of the provisions of this paragraph shall be furnished by the Company at its own expense, and any cost, expenses and liabilities incurred by the Trustee pursuant to any of the provisions of this paragraph shall be paid by the Company, or, if paid by the Trustee, shall be repaid by the Company, upon demand, with interest at the lowest rate borne by the Debt Securities of any series, but in no event less than 5%, and, until such repayment, shall be secured by a lien on any moneys held by the Trustee hereunder prior to any rights therein of the Holders of Debt Securities.

SECTION 1404. Conflict with Trust Indenture Act.

If any provision of this Indenture limits, qualifies or conflicts with another provision included in this Indenture which is required to be included in this Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 1405. Notices, etc., to Trustee and Company.

Any request, demand, authorization, direction, notice, consent, waiver or action of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with,

(1) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, or

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to it at Two Limited Parkway, Columbus, Ohio 43216, attention: Chief Financial Officer, or at any other address previously furnished in writing to the Trustee by the Company. Any request, demand, authorization, direction, notice, consent or waiver addressed as provided in this Subsection (2) and given by first-class mail, postage prepaid, shall be conclusively presumed given when mailed.

SECTION 1406. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In 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 provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice. Waivers of notice by Holders shall be with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

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

SECTION 1407. Effect of Headings and Table of Contents.

The Article, Section and Subsection headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1408. Successors and Assigns.

All covenants and agreements in this Indenture by the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 1409. Separability Clause.

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

SECTION 1410. Governing Law.

This Indenture and the Debt Securities shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 1411. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Debt Security shall not be a Business Day at any Place of Payment for such Debt Security, then (notwithstanding any other provision of this Indenture or of the Debt Securities) payments of principal (and premium, if any) and interest need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, and no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be, to the date of such payment.

SECTION 1412. Execution in Counterparts.

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

IN WITNESS WHEREOF, THE LIMITED, INC. has caused this Indenture to be executed in its corporate name by one of its officers thereunto duly authorized, and its corporate seal to be hereunto affixed and to be attested by its Secretary, an Assistant Secretary, its Treasurer or an Assistant Treasurer, and THE BANK OF NEW YORK has caused this Indenture to be executed in its corporate name by one of its officers thereunto duly authorized, and its corporate seal to be hereunto affixed and to be attested by one of its authorized officers, all as of the date first above written.

THE LIMITED, INC.

[CORPORATE SEAL]

By: /s/ Margaret T. Monaco

Print Name: Margaret T. Monaco
Print Title: VP-Treasurer

Attest: /s/ Patrick C. Hectorne

Print Name: Patrick C. Hectorne
Print Title: Assistant Treasurer

THE BANK OF NEW YORK

[CORPORATE SEAL]

By: /s/ Vincent P. McConnell

Print Name: Vincent P. McConnell
Print Title: Assistant Vice President

Attest: /s/ Lloyd A. McKenzie

Print Name: Lloyd A. McKenzie
Print Title: Assistant Vice President

STATE OF OHIO :
: ss.:
COUNTY OF FRANKLIN :

On the day 23rd day of March, in the year 1989, before me personally came Margaret Monaco to me known, who, being by me duly sworn, did depose and say that [s]he resides at Columbus, Ohio; that [s]he is the Vice President of The Limited, Inc., a Delaware corporation, the corporation described in and which executed the above instrument; that [s]he knows the seal of said corporation; that the seal affixed to said instrument bearing the corporate name of said corporation is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that [s]he signed his name thereto by like authority.

/s/ Susan L. Flynn

Print Name: Susan L. Flynn

Notary Public
Serial Number, if any:

My commission expires: September 16, 1993

STATE OF NEW YORK :
: ss.:
COUNTY OF NEW YORK :

On the day 22nd day of March, in the year 1989, before me personally came Vincent P. McConnell to me known, who, being by me duly sworn, did depose and say that he resides at Brooklyn, N.Y., that he is the Assistant Vice President of The Bank of New York, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument bearing the corporate name of said corporation is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation, and that he signed his name thereto by like authority.

[CORPORATE SEAL]

/s/ William I. McGann

Form of election to receive payments in
[Dollars or other applicable currency]
or to rescind such election

The undersigned, registered owner of certificate number R- , representing [name of series of Debt Securities] of The Limited, Inc. (the "Debt Securities") in an aggregate principal amount of , hereby.

[ ] elects to receive all payments in respect of the Debt Securities in [Dollars or other applicable currency], it being understood that such election shall take effect as provided in the Debt Securities and, subject to the terms and conditions set forth in the indenture under which the Debt Securities were issued, shall remain in effect until it is rescinded by the undersigned or until such certificate is transferred.

[ ] rescinds the election previously submitted by the undersigned to receive all payments in respect of the Debt Securities in [Dollars or other applicable currency], it being understood that such rescission shall take effect as provided in the Debt Securities.

(Name of Owner)

(Signature of Owner)

DAVIS POLK & WARDWELL
450 LEXINGTON AVENUE
NEW YORK, NY 10017

May 22, 2003

Limited Brands, Inc.
Three Limited Parkway, P.O. Box 16000
Columbus, Ohio 43216

Ladies and Gentlemen:

We have acted as counsel to Limited Brands, Inc., a Delaware Corporation (the "Company"), in connection with the Company's Registration Statement on Form S-3 (the "Registration Statement") filed with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, for the registration of the sale from time to time of up to $500,000,000 aggregate principal amount of (i) debt securities (the "Debt Securities"), which may be issued pursuant to an indenture (the "Indenture") between the Company and the Bank of New York, as trustee (the "Trustee"); (ii) shares of preferred stock, par value $1.00 per share (the "Preferred Stock") of the Company; (iii) shares of common stock, par value $0.50 per share (the "Common Stock") of the Company; (iv) depositary shares (the "Depositary Shares") representing interests in preferred stock of the Company, to be evidenced by depositary receipts issued pursuant to a deposit agreement; (v) warrants to purchase Debt Securities, Preferred Stock and Common Stock of the Company and other securities or rights (the "Warrants"); (vi) purchase contracts (the "Purchase Contracts") for the purchase or sale of (A) the Company's securities or securities of third parties, a basket of such securities, an index or indices of such securities or any combination of the above, (B) currencies and (C) commodities; and (vii) units (the "Units") consisting of one or more Purchase Contracts, Warrants, Debt Securities, shares of Preferred Stock, shares of Common Stock or Depositary Shares or any combination of such securities.

We have examined originals or copies, certified and otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary for the purposes of rendering this opinion.

On the basis of the foregoing, we are of the opinion that:

1. When the specific terms of a particular series of Debt Securities have been duly authorized and established in accordance with the Indenture and such Debt Securities have been duly authorized, executed, authenticated, issued and delivered in accordance with the Indenture and the applicable underwriting or other agreement, such Debt Securities will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to the effects of applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability.

2. Upon designation of the relative rights, preferences and limitations of any series of Preferred Stock by the Board of Directors of the Company and the proper filing with the Secretary of State of the State of Delaware of a Certificate of Designation relating to such series of Preferred Stock, all necessary corporate action on the part of the Company will have been taken to authorize the issuance and sale of such series of Preferred Stock proposed to be sold by the Company, and when such shares of Preferred Stock are issued and delivered in accordance with the applicable underwriting or other agreement, such shares of Preferred Stock will be validly issued, fully paid and non-assessable, enforceable in accordance with their terms, subject to the effects of applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability.

3. When necessary corporate action on the part of the Company has been taken to authorize the issuance and sale of such shares of Common Stock proposed to be sold by the Company, and when such shares of Common Stock are issued and delivered in accordance with the applicable underwriting or other agreement, such shares of Common Stock will be validly issued, fully paid and non-assessable.

4. When the applicable deposit agreement has been duly authorized, executed and delivered by the parties thereto, and Preferred Stock has been deposited thereunder, any Depositary Shares when issued in accordance with the terms thereof will be valid and binding instruments in accordance with their terms and the terms of the applicable deposit agreement.

5. When the Warrants have been duly authorized by the Company, the applicable warrant agreement and the applicable warrant certificates have been duly authorized, executed and delivered, and the Warrants have been duly issued and delivered by the Company as contemplated by the Registration Statement and any prospectus supplement relating thereto, the Warrants will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to the effects of applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability.

6. When the Purchase Contracts have been duly authorized by the Company, and the applicable purchase contract agreement and pledge agreement have been duly authorized, executed and delivered, the Purchase Contracts will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to the effects of applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally and equitable principles of general applicability.

7. When the Units have been duly authorized by the Company, all corporate action on the part of the Company has been taken to authorize and execute and deliver or issue the securities underlying such Units, and the applicable unit agreement has been duly authorized, executed and delivered, the Units will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, subject to the effects of applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.

In connection with the opinions expressed above, we have assumed that, at or prior to the time of the delivery of any such security, (i) the Board of Directors shall have duly established the terms of such security and duly authorized the issuance and sale of such security and such authorization shall not have been modified or rescinded; (ii) the Registration Statement shall have been declared effective and such effectiveness shall not have been terminated or rescinded; and (iii) there shall not have occurred any change in law affecting the validity or enforceability of such security. We have also assumed that none of the terms of any security to be established subsequent to the date hereof, nor the issuance and delivery of such security, nor the compliance by the Company with the terms of such security will violate any applicable law or will result in a violation of any provision of any instrument or agreement then binding upon the Company, or any restriction imposed by any court or governmental body having jurisdiction over the Company.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our name under the caption "Legal Opinions" in the prospectus.

This opinion is rendered solely to you in connection with the above matter. This opinion may not be relied upon by you for any other purposes or relied upon by or furnished to any other person without our prior written consent.

Very truly yours,

/s/ Davis Polk & Wardwell

Exhibit 12.1

Limited Brands, Inc.
Ratio of Earnings to Fixed Charges
(in thousands)

	2002	2001	2000	1999	1998
Earnings					
Pre-tax income from continuing operations before adjustment for minority interests in consolidated subsidiaries or income or loss from equity investees	$ 845,307	$ 956,255	$ 818,345	$ 858,641	$ 2,420,184
Portion of minimum rent representative of interest	166,712	164,609	167,000	174,010	178,670
Interest on indebtedness	29,559	33,960	58,244	78,297	68,528
Total Earnings as Adjusted	$ 1,041,578	$ 1,154,824	$ 1,043,589	$ 1,110,948	$ 2,667,382
Fixed Charges					
Interest on indebtedness	$ 29,559	$ 33,960	$ 58,244	$ 78,297	$ 68,528
Portion of minimum rent representative of interest	166,712	164,609	167,000	174,010	178,670
Total Fixed Charges	$ 196,271	$ 198,569	$ 225,244	$ 252,307	$ 247,198
Ratio of Earnings to Fixed Charges	5.31	5.82	4.63	4.40	10.79

EXHIBIT 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of Limited Brands, Inc. of our report dated February 27, 2003 relating to the financial statements, which appears in the Limited Brands' 2002 Annual Report to Shareholders, which is incorporated by reference in its Annual Report on Form 10-K for the year ended February 1, 2003. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

Columbus, Ohio
May 20, 2003

EXHIBIT 23.2

CONSENT

I hereby consent to the reference to my name under the heading "Legal Opinions" in the Prospectus included as a part of this Registration Statement without admitting that I am an "expert" under the Securities Act of 1933, or the rules and regulations of the Securities and Exchange Commission issued thereunder, with respect to any part of this Registration Statement, including this exhibit.

Dated: May 22, 2003

/s/ Samuel P. Fried

Samuel P. Fried
Senior Vice President, General Counsel and Secretary
Limited Brands, Inc.

EXHIBIT 23.3

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-3 of Limited Brands, Inc. dated May 22, 2003.

/s/ Ernst & Young LLP

Columbus, Ohio
May 22, 2003

EXHIBIT 26

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FORM T-1

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) |__|

THE BANK OF NEW YORK
(Exact name of trustee as specified in its charter)

New York (State of incorporation if not a U.S. national bank)	13-5160382 (I.R.S. employer identification no.)
One Wall Street, New York, N.Y. (Address of principal executive offices)	10286 (Zip code)

LIMITED BRANDS, INC.
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	31-1029810 (I.R.S. employer identification no.)
Three Limited Parkway P.O. Box 16000 Columbus, Ohio (Address of principal executive offices)	43216 (Zip code)

Debt Securities
(Title of the indenture securities)

= =

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of Banks of the State of New York	2 Rector Street, New York, N.Y. 10006, and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	Washington, D.C. 20429
New York Clearing House Association	New York, New York 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R.

229.10(d).

1. A copy of the Organization Certificate of The Bank of New York (formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672 and Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637.)

4. A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 filed with Registration Statement No. 33-31019.)

6. The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 33-44051.)

7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 20th day of May, 2003.

THE BANK OF NEW YORK

By: /S/ MARY LAGUMINA

Name: MARY LAGUMINA
Title: VICE PRESIDENT

EXHIBIT 7

Consolidated Report of Condition of

THE BANK OF NEW YORK

of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2002, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS		Dollar Amounts In Thousands
Cash and balances due from depository institutions:		
Noninterest-bearing balances and currency and coin		$4,706,760
Interest-bearing balances		4,418,381
Securities:		
Held-to-maturity securities		954,049
Available-for-sale securities		16,118,007
Federal funds sold in domestic offices		460,981
Securities purchased under agreements to resell		837,242
Loans and lease financing receivables:		
Loans and leases held for sale		765,097
Loans and leases, net of unearned income	31,906,960	
LESS: Allowance for loan and lease losses	798,223	
Loans and leases, net of unearned income and allowance		31,108,737
Trading Assets		6,969,387
Premises and fixed assets (including capitalized leases)		823,932
Other real estate owned		660
Investments in unconsolidated subsidiaries and associated companies		238,412
Customers' liability to this bank on acceptances outstanding		307,039
Intangible assets		
Goodwill		2,003,150
Other intangible assets		74,880
Other assets		5,161,558
Total assets		$74,948,272

LIABILITIES		
Deposits:		
In domestic offices		$33,108,526
Noninterest-bearing	13,141,240	
Interest-bearing	19,967,286	
In foreign offices, Edge and Agreement subsidiaries, and IBFs		22,650,772
Noninterest-bearing	203,426	
Interest-bearing	22,447,346	
Federal funds purchased in domestic offices		513,773
Securities sold under agreements to repurchase		334,896
Trading liabilities		2,673,823
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)		644,395
Bank's liability on acceptances executed and outstanding		308,261
Subordinated notes and debentures		2,090,000
Other liabilities		5,584,456
Total liabilities		$67,908,902
Minority interest in consolidated subsidiaries		519,470
EQUITY CAPITAL		
Perpetual preferred stock and related surplus		0
Common stock		1,135,284
Surplus		1,056,295
Retained earnings		4,208,213
Accumulated other comprehensive income		(120,108)
Other equity capital components		0
Total equity capital		6,519,900
Total liabilities minority interest and equity capital		$74,948,272

I, Thomas J. Mastro, Senior Vice President and Comptroller of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas J. Mastro,
Senior Vice President and Comptroller

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas A. Renyi]
Gerald L. Hassell] Directors
Alan R. Griffith]