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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d) of
The Securities Exchange Act of 1934**

October 8, 2009
Date of Report (Date of earliest event reported)

STEWART INFORMATION SERVICES CORPORATION

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-02658
(Commission
File Number)

74-1677330
(IRS Employer
Identification No.)

1980 Post Oak Blvd.
Houston, Texas
(Address of principal executive offices)

77056
(Zip Code)

Registrant's telephone number, including area code: **713-625-8100**

N/A

(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry Into a Material Definitive Agreement

Purchase Agreement

On October 8, 2009, Stewart Information Services Corporation (the "Company") entered into an Initial Purchaser Agreement (the "Purchase Agreement") with FBR Capital Markets & Co. (the "Initial Purchaser"), providing for the offer and sale by the Company of \$60 million aggregate principal amount of 6.00% Convertible Senior Notes due 2014 (the "Notes") to the Initial Purchaser for resale to certain qualified institutional buyers in compliance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"). The Company also granted the Initial Purchaser an option to purchase up to an additional \$5.0 million aggregate principal amount of Notes to cover over-allotments, which option was exercised in full on October 9, 2009.

The closing of the sale of the \$65 million aggregate principal amount of Notes occurred on October 15, 2009. The net proceeds to the Company, after deducting the Initial Purchaser's discounts and commissions and the estimated offering expenses payable by the Company, are approximately \$62.3 million.

The Purchase Agreement includes representations, warranties and covenants by the Company customary for agreements of this nature. It also provides for customary indemnification by each of the Company and the Initial Purchaser against certain liabilities arising out of or in connection with the sale of the Notes and customary contribution provisions in respect of those liabilities.

The foregoing description of the material terms of the Purchase Agreement is qualified in its entirety by reference to the Purchase Agreement, which is attached hereto as Exhibit 1.1 and Exhibit 10.1 and incorporated herein by reference.

Indenture and the Notes

The Notes are governed by an indenture, dated as of October 15, 2009 (the "Indenture") by and among the Company, the Guarantors (defined below) party thereto, and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The Notes bear interest at a rate of 6.00% per annum, accruing from October 15, 2009. Interest is payable semi-annually, in arrears, on April 15 and October 15 of each year, beginning on April 15, 2010. The Notes will mature on October 15, 2014, unless earlier converted, redeemed or repurchased, as described below. The Notes are senior unsecured obligations of the Company and will rank senior in right of payment with all existing and future indebtedness of the Company that is expressly subordinated in right of payment to the Notes. The Notes rank equally in right of payment with all of the Company's existing and future indebtedness that is not so subordinated. The Notes effectively rank junior to all our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness. The Notes are structurally junior to all existing and future indebtedness and liabilities incurred by the Company's subsidiaries that are not Guarantors.

The Notes are fully and unconditionally guaranteed on a senior unsecured basis by Stewart Title Company, the Company's indirect wholly-owned subsidiary ("STC") and all of STC's domestic wholly-owned subsidiaries (the "Guarantors"). The guarantees rank equally in right of payment to all existing and future unsecured senior indebtedness of the Guarantors and senior in right of payment to any future subordinated indebtedness of the Guarantors. The guarantees effectively rank junior to all existing and future secured indebtedness of the Guarantors to the extent of the value of the assets securing such indebtedness.

Except as described below, the Notes are convertible at the holder's option at any time prior to the close of business on the second scheduled trading day immediately preceding the maturity date. The Notes may be converted into shares of the Company's common stock, \$1.00 par value per share, at an initial conversion rate of 77.6398 shares per \$1,000 principal amount of Notes (equivalent to a conversion price of \$12.88 per share of common stock), provided, however, that the Notes will be converted into a combination of shares of the Company's common stock and cash, as further described below. The initial conversion rate is subject to adjustment upon the occurrence of certain events but will not be adjusted for any accrued and unpaid interest on the Notes.

Because conversion in full of the Notes would result in the issue by the Company of more than 20% of its outstanding shares of common stock, the Company is required by the listing rules of the New York Stock Exchange



to obtain the approval of the holders of its outstanding shares of common stock before the Notes may be converted into more than approximately 3,645,000 shares of the Company's common stock. The Notes are initially convertible into 5,046,587 shares of the Company's common stock.

Prior to the close of business on the day immediately preceding the earlier of receipt of shareholder approval or April 15, 2014, holders may surrender their Notes for conversion for a combination of cash and stock only under the following conditions (1) during any calendar quarter beginning after September 30, 2009 (and only during such calendar quarter), if the closing price of the Company's common stock for at least 20 trading days during the 30 consecutive trading day period ending on the last trading day of the immediately preceding calendar quarter exceeds 130% of the conversion price per share of the Company's common stock on the applicable trading day; (2) during the five consecutive trading-day period after any five consecutive trading day-period during which the Trading Price (as defined in the Indenture) of the Notes was less than 98% of the product of the closing sale price per share of common stock on each such trading day multiplied by the applicable conversion rate in effect on each such trading day; (3) if specified corporate transactions occur as described further in the Indenture; or (4) if the Company's shares are not listed on a national or regional securities exchange for 30 consecutive trading days.

Upon a Fundamental Change (as defined in the Indenture) prior to maturity of the Notes, holders may require the Company to repurchase all or a portion of their Notes at a purchase price equal to 100% of the principal amount of the Notes to be repurchased, plus any accrued and unpaid interest (including additional interest), if any, thereon up to (but excluding) the Fundamental Change Repurchase Date (as defined in the Indenture). The Notes are not redeemable at the Company's option prior to maturity.

The Indenture contains customary terms and covenants, including that upon certain Events of Default (as defined in the Indenture) occurring and continuing, either the Trustee or the holders of at least 25% in principal amount of the Notes then outstanding may declare the entire principal amount of all the Notes, and the interest accrued on such Notes, if any, to be immediately due and payable. In the case of any Event of Default relating to certain events of bankruptcy, insolvency, receivership, rehabilitation or reorganization of the Company, the principal amount of the Notes together with any accrued and unpaid interest thereon will automatically become and be immediately due and payable.

The Company does not intend to file a registration statement for the resale of the Notes or any common stock issuable upon conversion of the Notes. As a result, holders may only resell the Notes or common stock issued upon conversion of the Notes, if any, pursuant to an exemption from the registration requirements of the Securities Act and other applicable securities laws.

The foregoing description of the Indenture and the Notes do not purport to be complete and are qualified in their entirety by reference to the Indenture and form of Note, which are attached hereto as Exhibits 4.1 and 4.2, respectively, and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

Reference is made to the disclosure provided in response to Item 1.01 of this Current Report on Form 8-K, with respect to the issuance by the Company of the Notes to the Initial Purchaser, which disclosure is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities

Reference is made to the disclosure provided in response to Item 1.01 of this Current Report on Form 8-K, with respect to the issuance by the Company of the Notes to the Initial Purchaser, which disclosure is incorporated herein by reference.

On October 15, 2009, the Company issued \$65 million aggregate principal amount of the Notes, pursuant to the Indenture. The Initial Purchaser of the Notes received an aggregate commission of approximately \$2.3 million. The offer and sale of the Notes to the Initial Purchaser was not registered under the Securities Act in reliance upon the exemption from registration under Section 4(2) of the Securities Act as such transaction did not involve a public

offering of securities. The Initial Purchaser then offered for resale the Notes to qualified institutional buyers pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The Company relied on these exemptions from registration based in part on representations made by the Initial Purchaser.

Based on the initial conversion rate of the Notes of 77.6398 shares of common stock per \$1,000 principal amount of the Notes, the maximum number of shares of common stock issuable upon conversion of the Notes is 5,046,587 shares of the Company's common stock. Because conversion in full of the Notes would result in the issue by the Company of more than 20% of its outstanding shares of common stock, the Company is required by the listing rules of the New York Stock Exchange to obtain the approval of the holders of its outstanding shares of common stock before the Notes may be converted into more than approximately 3.645 million shares of the Company's common stock.

Item 8.01 Other Events

On October 9, 2009, the Company issued a press release announcing the pricing of the offering of the Notes. On October 15, 2009, the Company issued a press release announcing the closing of the offering of the Notes. Copies of each press release are attached to this Current Report on Form 8-K as Exhibit 99.1 and Exhibit 99.2, respectively, and are incorporated by reference herein.

Neither the press releases or this Current Report on Form 8-K constitutes an offer to sell or the solicitation of an offer to buy securities. The Notes, the subsidiary guarantees and the underlying shares of common stock that may be delivered upon conversion of the Notes have not been registered under the Securities Act, and may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and applicable state laws.

Item 9.01. Financial Statements and Exhibits.

- 1.1 Initial Purchaser Agreement dated October 8, 2009 between Stewart Information Services Corporation and FBR Capital Markets & Co.
- 4.1 Indenture related to the 6.00% Convertible Senior Notes due 2014, dated as of October 15, 2009, by and between Stewart Information Services Corporation, the Guarantors party thereto, and Wells Fargo National Bank, as trustee.
- 4.2 Form of 6.00% Convertible Senior Note due 2014 (included in Exhibit 4.1).
- 10.1 Initial Purchaser Agreement dated October 8, 2009 between Stewart Information Services Corporation and FBR Capital Markets & Co. (incorporated by reference from Exhibit 1.1 of this Current Report on Form 8-K).
- 99.1 Press Release of Stewart Information Services Corporation, dated October 9, 2009, announcing the pricing of the Notes.
- 99.2 Press Release of Stewart Information Services Corporation, dated October 15, 2009, announcing the closing of the offering of the Notes.

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SIGNATURES

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

Date: October 15, 2009

**STEWART INFORMATION SERVICES
CORPORATION**

By: /s/ J. Allen Berryman
*(J. Allen Berryman, Executive Vice President,
Secretary, Treasurer and Principal Financial
Officer)*



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Exhibit 1.1

STEWART INFORMATION SERVICES CORPORATION

6.000% Convertible Senior Notes

Due October 15, 2014

INITIAL PURCHASER AGREEMENT

October 8, 2009

INITIAL PURCHASER AGREEMENT

October 8, 2009

FBR CAPITAL MARKETS & CO.
1001 19th Street North
Arlington, Virginia 22209

Dear Sirs:

Stewart Information Services Corporation, a Delaware corporation (the "Company"), proposes to issue and sell to you, FBR Capital Markets & Co. ("FBR"), as initial purchaser, an aggregate of \$60,000,000.00 principal amount of 6.000% convertible senior notes due 2014 (the "Firm Securities"), which are convertible into shares of the Company's common stock, par value \$1.00 per share (the "Common Stock").

In addition, the Company proposes to grant to you the option described in Section 1(c) hereof to purchase up to an aggregate of \$5,000,000.00 principal amount of additional 6.000% convertible senior notes due 2014 (the "Option Securities" and, together with the Firm Securities, the "Securities") to cover additional allotments, if any. The Company's obligations under the Securities will be unconditionally guaranteed (the "Guarantee") by each of the guarantors set forth on Schedule I attached hereto (each a "Guarantor" and together collectively referred to herein as, the "Guarantors"). As used herein, the term "Securities" shall include the Guarantees unless the context otherwise requires.

The offer and sale of the Securities to you will be made without registration of the Securities under the Securities Act and the rules and regulations thereunder (the "Securities Act Regulations"), in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 4(2) thereof. You have advised the Company that you will make offers and sales ("Exempt Resales") of the Securities purchased by you hereunder in accordance with Section 3 hereof on the terms set forth in the Final Memorandum (as defined herein), as soon as you deem advisable after this Agreement has been executed and delivered.

In connection with the offer and sale of the Securities, the Company has prepared a preliminary offering memorandum, subject to completion, dated October 8, 2009, and amendments or supplements thereto (the "Preliminary Memorandum"), and a final offering memorandum, dated the date hereof and as it may be amended or supplemented from time to time (the "Final Memorandum"). Each of the Preliminary Memorandum and the Final Memorandum sets forth certain information concerning the Company and the Securities. The Company hereby confirms that it has authorized the use of the Preliminary Memorandum and the Final Memorandum in connection with (i) the offering and resale of the Securities by FBR and by all dealers to whom Securities may be sold. Any references to the Preliminary Memorandum or the Final Memorandum shall be deemed to include all exhibits and annexes thereto and any and all documents incorporated by reference therein.

The Company and FBR agree as follows:

1. Sale and Purchase.

(a) Upon the basis of the warranties and representations and other terms and conditions herein set forth, the Company agrees to issue and sell to FBR and FBR agrees to purchase from the Company the Securities at a purchase price of 96.5% of the aggregate principal amount of the Securities (the "Purchase Price").

(b) The difference between the aggregate principal amount of the Securities and 96.5% of such principal amount shall be the compensation for the services to be provided by FBR in connection with the performance of its obligations under this Agreement, which amount will be referred to herein as the "Fee."

(c) Upon the basis of the representations and warranties and subject to the other terms and conditions herein set forth, the Company hereby grants an option to FBR to purchase from the Company, as initial purchaser, up to an aggregate principal amount of \$5,000,000.00 of Option Securities at the Purchase Price. The option granted hereby will expire thirty (30) days after the date hereof and may be exercised in whole or in part from time to time in one or more installments, including at the Closing Time, only for the purpose of covering additional allotments of Securities in excess of the aggregate principal amount of the Firm Securities upon written notice by FBR to the Company setting forth (i) the aggregate principal amount of Option Securities as to which FBR is then exercising the option, (ii) the name and denominations to which the Option Shares are to be delivered in book entry form through the facilities of The Depository Trust Company ("DTC"), and (iii) the time and date of payment for and delivery of such Option Securities. Any such time and date of delivery shall be determined by FBR, but shall not be later than five (5) full business days nor earlier than one (1) full business day after the exercise of said option, nor in any event prior to the Closing Time, unless otherwise agreed in writing by FBR and the Company.

2. Payment and Delivery.

(a) The closing of FBR's purchase of the Firm Securities shall be held at the Los Angeles office of Manatt, Phelps and Phillips, LLP (unless another place shall be agreed upon by FBR and the Company). At the closing, subject to the satisfaction or waiver of the closing conditions set forth herein, FBR shall pay to the Company the Purchase Price by wire transfer of immediately available funds to an account previously designated by the Company in writing against delivery by or on behalf of the Company of one or more definitive global securities in book-entry form, which will be deposited by or on behalf of the Company with DTC or its designated custodian for the account of FBR. The Company will deliver the Securities to FBR by causing DTC to credit the Firm Securities to the account of FBR at DTC. The Company will cause the certificates representing the Securities to be made available to FBR (and its legal counsel) for inspection at least one business day prior to the Closing Time (defined below) and any Secondary Closing Time (defined below). Such payment and delivery shall be made

at 10:00 a.m., New York City time, on the third (fourth, if pricing occurs after 4:30 p.m. New York City time) business day after the date hereof (unless another time, not later than ten (10) business days after such date, shall be agreed to by FBR and the Company). The time at which such payment and delivery are actually made is hereinafter called the "Closing Time".

(b) The closing of FBR's purchase of the Option Securities shall occur from time to time at the Los Angeles office of Manatt, Phelps & Phillips, LLP (unless another place shall be agreed upon by FBR and the Company). On the applicable Secondary Closing Time (as defined herein), subject to the satisfaction or waiver of the closing conditions set forth herein, FBR shall pay to the Company the Purchase Price for the Option Securities then purchased by FBR by wire transfer of immediately available funds against the Company's delivery of the Option Securities in accordance with the procedure set forth in Section 2(a) above. Such payment and delivery shall be made at 10:00 a.m., New York City time, on each Secondary Closing Time. The time at which payment by FBR for and delivery by the Company of any Option Securities are actually made is referred to herein as a "Secondary Closing Time".

3. Offering of the Shares; Restrictions on Transfer.

(a) FBR represents and warrants to and agrees with the Company that it has solicited and will solicit offers to buy the Securities only from, and has offered and will offer, sell and deliver the Securities only to persons who it reasonably believes to be "qualified institutional buyers" (as defined in Rule 144A under the Securities Act Regulation) ("QIBs") or, if any such person is buying for one or more institutional accounts for which such person is acting as fiduciary or agent, only when such person has represented to FBR that each such account is a QIB to whom notice has been given that such sale or delivery is being made in reliance on Rule 144A, and, in each case, in transactions under Rule 144A (the "Eligible Purchasers").

(b) The Company represents and warrants to and agrees with FBR that it (together with its subsidiaries and its and their respective affiliates) has not solicited and will not solicit any offer to buy, and it (together with its subsidiaries and its and their respective affiliates) has not offered and will not offer to sell, the Securities by means of any form of general solicitation or general advertising (within the meaning of Regulation D).

(c) Each of FBR and the Company severally represents and warrants to the other that no action is being taken by it or is contemplated that would permit an offering or sale of the Securities or possession or distribution of the Preliminary Memorandum or the Final Memorandum or any other offering material relating to the Securities in any jurisdiction where, or in any other circumstances in which, action for those purposes is required (other than in jurisdictions where such action has been duly taken by counsel for FBR).

(d) FBR and the Company agree that the Securities may be resold or otherwise transferred by the holders thereof only if the offer and sale of such Securities are registered under the Securities Act or if an exemption from registration is available. FBR hereby agrees that it has observed and will observe the following procedures in connection with offers and sales of any Securities sold by the Company to FBR hereunder:

(i) Offers and sales of the Securities will be made only in Exempt Resales by FBR to investors that FBR reasonably believes to be Eligible Purchasers.

(ii) Each of the Preliminary Memorandum and the Final Memorandum shall state that the offer and sale of the Securities have not been and will not be registered under the Securities Act, and that no resale or other transfer of any Securities or any interest therein prior to the date that is one year (or such shorter period as is prescribed by Rule 144 under the Securities Act as then in effect) after the later of the original issuance of such Securities and the last date on which the Company or any "affiliate" (as defined in Rule 144 under the Securities Act) of the Company was the owner of such Securities may be made by a purchaser of such Securities except as follows:

(A) to the Company,

(B) pursuant to a registration statement that has been declared effective under the Securities Act,

(C) for so long as the Securities are eligible for resale pursuant to Rule 144A under the Securities Act, in a transaction complying with the requirements of Rule 144A to a person who such purchaser reasonably believes is a QIB that purchases for its own account or for the account of a QIB and to whom notice is given that the offer, resale, pledge or transfer is being made in reliance on Rule 144A, or

(D) pursuant to any other available exemption from the registration requirements of the Securities Act,

in each case in accordance with any applicable federal securities laws and the securities laws of any relevant state of the United States or other jurisdiction.

(e) FBR and the Company agree that Exempt Resales of Securities by FBR (and each purchase of Securities from the Company by FBR) in accordance with this Section 3 shall be deemed to have been made on the basis of and in reliance on the representations, warranties, covenants and agreements (including, without limitation, agreements with respect to indemnification and contribution) of the Company herein contained.

4. Representations and Warranties of the Company.

The Company hereby represents and warrants to FBR that, as of the date of this Agreement:

(a) the Exchange Act Reports (defined below), when they were filed with the Securities and Exchange Commission (the "Commission") conformed to the applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the rules and regulations of the Commission thereunder; the Preliminary Memorandum did not, as of its date, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; the Disclosure Package (defined below), as amended and supplemented as of 9:15 p.m. New York City time on October 8, 2009 (the "Applicable Time"), did not, as of the Applicable Time, and as of the Closing Time, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and the Final Memorandum does not, as of its date, and will not as of the Closing Time and each Secondary Closing Time (if any), contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to any statement in or omission from the Preliminary Memorandum, the Disclosure Package or the Final Memorandum made in reliance upon and in conformity with information furnished to the Company in writing by FBR expressly for use therein (that information being limited to that described in the last sentence of Section 8(b) hereof). All references to the Preliminary Memorandum or the Final Memorandum in this Agreement shall be deemed to refer to and include the Company's Current Reports on Form 8-K filed on March 2, 2009, May 5, 2009 and June 19, 2009, the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 filed on March 13, 2009, the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 filed on May 7, 2009, the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed on August 6, 2009 and the Company's Definitive Proxy Statement on Schedule 14A filed on March 27, 2009 (the "Exchange Act Reports") each of which are incorporated by reference in and made part of the Preliminary Memorandum and the Final Memorandum. The term "Disclosure Package" as used in this Agreement shall mean the Preliminary Memorandum as of the Applicable Time together with any Supplement. The term "Supplement" as used in this Agreement shall mean any writing, relating to the Securities, the use of which FBR has approved in writing prior to its first use and which is attached hereto as Schedule II;

(b) the Preliminary Memorandum included, as of its date, the Disclosure Package included, as of the Applicable Time, and the Final Memorandum includes as of its date, and will include at the Closing Time and at each Secondary Closing Time (if any), the information required by Rule 144A;

(c) the Company is a corporation duly incorporated and validly existing and in good standing under the laws of the State of Delaware, with requisite corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum and to execute and deliver this Agreement and the Indenture (defined below), and to consummate the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) and thereby;

(d) each subsidiary of the Company that is a “significant subsidiary” as defined in Rule 1-02(w) of Regulation S-X of the Securities Act (each a “Significant Subsidiary” and hereinafter collectively referred to as, the “Significant Subsidiaries”) has been duly incorporated or organized and is validly existing in good standing under the laws of its jurisdiction of incorporation or organization with requisite corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum;

(e) a list of the Company’s Significant Subsidiaries is attached hereto as Schedule III;

(f) the Company had, at the date indicated and at the Closing Time, the duly authorized capitalization set forth in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum under the caption “Capitalization” after giving effect to the adjustments set forth thereunder; all of the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable, and have not been issued in violation of or subject to any preemptive right or other similar right of stockholders arising by operation of law, under the certificate of incorporation or bylaws of the Company, under any agreement to which the Company is a party or otherwise; all of the issued shares of capital stock of each subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of all liens encumbrances, equities or claims; and except as disclosed in or contemplated by the Preliminary Memorandum, the Disclosure Package and the Final Memorandum, there are no outstanding (i) securities or obligations of the Company or any subsidiary convertible into or exchangeable for any capital stock of the Company or such subsidiary, as applicable, (ii) warrants, rights or options to subscribe for or purchase from the Company or any subsidiary any such capital stock or any such convertible or exchangeable securities or obligations or (iii) obligations of the Company or any subsidiary to issue or sell any shares of capital stock, any such convertible or exchangeable securities or obligation, or any such warrants, rights or options;

(g) the Securities have been duly authorized for issuance, sale and delivery to FBR pursuant to this Agreement and, when the Securities have been executed and authenticated in accordance with the provisions of the Indenture (as defined below) and issued and delivered by the Company against payment therefor in accordance with the terms of this Agreement, the Securities will be duly executed, authenticated, issued and delivered, free and clear of any pledge, lien, encumbrance, security interest or other claim (except for any such pledge, lien, encumbrance, security interest or other claim arising from FBR or the parties that purchase the Securities from FBR), will conform to the description of the Securities contained in the Disclosure Package and Final Memorandum and will constitute valid and legally binding obligations of the Company, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting

creditors' rights generally and by general principles of equity, entitled to the benefits provided by the Indenture to be dated as of October 15, 2009 (the "Indenture") between the Company and Wells Fargo Bank, National Association, as trustee (the "Trustee"), under which they are to be issued, which will be substantially in the form attached hereto as Annex I; each Guarantor has full corporate power and authority to deliver the Guarantee; the shares of Common Stock initially issuable upon conversion of the Securities have been duly and validly authorized and reserved for issuance and, if and when issued and delivered in accordance with the provisions of the Securities and the Indenture, will be duly and validly issued, fully paid and non-assessable, and the issuance, sale and delivery of the Securities by the Company and the Common Stock issuable upon conversion of the Securities are not subject to any preemptive right, co-sale right, registration right, right of first refusal or other similar right of stockholders arising by operation of law, under the certificate of incorporation or bylaws of the Company, under any agreement to which the Company is a party or otherwise; and the Securities satisfy the requirements set forth in Rule 144A under the Securities Act;

(h) the Company and each of its Significant Subsidiaries is duly qualified or licensed by (including, but not limited to, the applicable state insurance regulator or commissioner), and is in good standing in, each jurisdiction in which it conducts its business, or in which it owns or leases real property or maintains an office and in which such qualification or licensing is necessary and in which the failure, individually or in the aggregate, to be so qualified or licensed could reasonably be expected to have a material adverse effect on the business, condition (financial or otherwise), results of operations or prospects of the Company and its subsidiaries taken as a whole (a "Material Adverse Effect");

(i) the Company and each of its Significant Subsidiaries has good and marketable title in fee simple to all real property and good and marketable title to all personal property, reflected as assets owned by the Company or a Significant Subsidiary in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum, in each case free and clear of all liens, security interests, pledges, charges, encumbrances, mortgages and defects, except such as (i) are disclosed in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum, or (ii) could not reasonably be expected to have a Material Adverse Effect; and any real property or personal property held under lease by the Company or its Significant Subsidiaries is held under a lease that is valid, existing and enforceable by the Company or its Significant Subsidiaries, with such exceptions as are disclosed in the Preliminary Memorandum, Disclosure Package and the Final Memorandum or as could not reasonably be expected to have a Material Adverse Effect, and the Company has not received any notice of any material claim of any sort that has been asserted by anyone adverse to the rights of the Company under any such lease;

(j) the Company owns or possess such licenses or other rights to use all patents, trademarks, service marks, trade names, copyrights, software and design licenses, trade secrets, manufacturing processes, other intangible property rights and know-how (collectively "Intangibles"), as are necessary to entitle the Company and its Significant Subsidiaries to conduct their respective businesses described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, and neither the Company nor any Significant Subsidiary has received written notice of any infringement of or conflict with (and, upon due inquiry, neither the Company nor any of its Significant Subsidiaries knows of any such infringement of or conflict with) asserted rights of others with respect to any Intangibles which would reasonably be expected to have a Material Adverse Effect;

(k) except as otherwise described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, the Company has not violated, or received notice of any violation with respect to, any law, rule, regulation, order, decree or judgment applicable to it and its business, including, but not limited to, those relating to transactions with affiliates, environmental, safety or similar laws, federal or state laws relating to discrimination in the hiring, promotion or pay of employees, federal or state wages and hours law, the Employee Retirement Income Security Act or the rules and regulations promulgated thereunder and any insurance statutes, laws, rules and regulations promulgated by any state regulatory authority in a state in which the Company or any of its subsidiaries conducts business, except for those violations that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect or result in the creation or imposition of any material lien, charge, claim or encumbrance upon any property or asset of the Company;

(l) neither the Company, nor any Significant Subsidiary, nor to the Company's knowledge, any officer, director, agent or employee purporting to act on behalf of the Company or any Significant Subsidiary, has at any time, directly or indirectly, (i) made any contributions to any candidate for political office, or failed to disclose fully any such contributions, in violation of law, (ii) made any payment to any state, federal or foreign governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable law (including the Foreign Corrupt Practices Act of 1977, as amended), (iii) engaged in any transactions, maintained any bank account or used any corporate funds except for transactions, bank accounts and funds which have been and are reflected in the normally maintained books and records of the Company, (iv) violated any provision of the Foreign Corrupt Practices Act of 1977, as amended, or (v) made any other unlawful payment;

(m) except as otherwise disclosed in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, there are no outstanding loans or advances or guarantees of indebtedness by the Company to or for the benefit of any of the officers, directors, affiliates or representatives of the Company or any of the members of the families of any of them;

(n) except with respect to FBR, the Company has not incurred any liability for any broker's or finder's fees or similar payments in connection with the transactions contemplated hereby;

(o) neither the Company nor any of its Significant Subsidiaries is in breach of, or in default under (nor has any event occurred which with notice, lapse of time, or both would constitute a breach of, or default under) (i) its certificate of incorporation, bylaws, or other organizational documents in effect as of the date hereof, the Closing Time and the Secondary Closing Times (if any) (collectively, the "Charter Documents") or (ii) in the performance or observance of any obligation, agreement, covenant or condition

contained in any contract, license, indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or any such Significant Subsidiary is a party or by which any of them or their respective properties may be bound or affected, except in the case of clause (ii) for such breaches or defaults which have been validly waived or would not reasonably be expected to have a Material Adverse Effect;

(p) the execution, delivery and performance of this Agreement and the Indenture (together, the “Transaction Agreements”), the issuance, sale and delivery of the Securities (and the delivery of the Common Stock upon the conversion of the Securities), the consummation of the transactions contemplated by the Transaction Agreements, and compliance with the terms and provisions of the Transaction Agreements by the Company and each Guarantor, will not conflict with, or result in any breach of or constitute a default under (nor constitute any event which with notice, lapse of time, or both would constitute a breach of, or default under), (i) any provision of the Charter Documents, (ii) any provision of any contract, license, indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or any of its Significant Subsidiaries is a party or by which the Company or any of its Significant Subsidiaries or which any of the property or assts of the Company or any of its Significant Subsidiaries may be bound or affected, or (iii) any federal, state, local or foreign law, regulation or rule or any decree, judgment, permit or order applicable to the Company or any of its Significant Subsidiaries or any of their respective properties, including, but in no way limited to, any law, rule or regulation of any state insurance regulator or commission in a state in which the Company or its subsidiaries conducts business, except in the case of clauses (ii) or (iii) for such conflicts, breaches or defaults which have been validly waived or could not reasonably be expected to have a Material Adverse Effect or result in the creation or imposition of any material lien, charge, claim or encumbrance upon any property or asset of the Company;

(q) this Agreement has been duly authorized, executed and delivered by the Company and is the legal, valid and binding agreement of the Company enforceable in accordance with its terms; the Indenture has been duly authorized by the Company and at the Closing Time will have been duly executed and delivered by the Company and will constitute a legal, valid and binding agreement of the Company enforceable in accordance with its terms; the Guarantee has been duly authorized by each Guarantor and at the Closing Time will have been duly executed and delivered by each Guarantor and will constitute the legal, valid and binding agreement of each Guarantor enforceable in accordance with its terms, except in each case as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, and by general principles of equity, and except to the extent that the indemnification provisions hereof or thereof may be limited by federal or state securities laws and public policy considerations in respect thereof;

(r) the Transaction Agreements conform in all material respects to the descriptions thereof contained in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum;

(s) the statements set forth in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum, under the caption “Description of the Notes” and “Description of Common Stock,” insofar as they purport to constitute a summary of the terms of the Securities and the Common Stock, and under the captions “Certain United States Federal Income Tax Consequences” insofar as they purport to describe the provisions of the laws and documents referred to therein, are accurate and complete in all material respects;

(t) no approval, authorization, consent or order of or filing with any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency is required in connection with the execution, delivery and performance by the Company of the Transaction Agreements, delivery of the Guarantee by each Guarantor or the consummation by the Company of the transactions contemplated hereby and, or the issuance, sale and delivery of the Securities (and the delivery of the Common Stock upon the conversion of the Securities) as contemplated hereby, other than (i) such as have been obtained or made, or will have been obtained or made at the Closing Time, and (ii) any necessary consents, approvals, authorizations, registrations, qualifications or notices under the state securities or blue sky laws of the various jurisdictions in which the Securities are being resold by FBR;

(u) assuming the accuracy of the representations and warranties of FBR in Section 3, it is not necessary in connection with the offer, sale and delivery of the Securities to FBR, or in connection with the offer, sale and initial resale of the Securities by FBR in a manner contemplated by this Agreement, to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the “Trust Indenture Act”);

(v) the Company and each of its Significant Subsidiaries have all necessary licenses, permits, certificates, authorizations, consents and approvals and have made all necessary filings required under any federal, state, local or foreign law, regulation or rule, and have obtained all necessary licenses, permits, certificates, authorizations, consents and approvals from all applicable regulatory and self regulatory authorities, including, but in no way limited to, any and all licenses required to be held by the Company or its subsidiaries by any state insurance regulator or commission in each state where the Company or its subsidiaries conducts business, required in order to conduct their respective business as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, except to the extent that any failure to have any such licenses, permits, certificates, authorizations, consents or approvals, to make any such filings or to obtain any such licenses, permits, certificates, authorizations, consents or approvals would not, individually or in the aggregate, have a Material Adverse Effect; the Company and each of its Significant Subsidiaries is not in violation of, or in default under, any such license, permit, certificate, authorization, consent or approval of any federal, state, local or foreign law, regulation or rule or any decree, order or judgment applicable to the Company, the effect of which could reasonably be expected to have a Material Adverse Effect; and none of the Company or any of its Significant Subsidiaries has received any notification from any regulatory or self-regulatory authority to the effect that any additional

authorization, approval, order, consent, license, certificate, permit, registration or qualification from such regulatory or self-regulatory authority is needed to be obtained by the Company or any of its Significant Subsidiaries, except for the failure to obtain any additional authorization, approval, order, consent, license, certificate, permit, registration or qualification required by such notification could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(w) the Exchange Act Reports contain accurate summaries of all material contracts, agreements, instruments and other documents of the Company required to be described in such Exchange Act Reports;

(x) other than as set forth in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, there are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Company, threatened against the Company, any of its subsidiaries, each Guarantor, or any of their respective properties, before or by any federal, state, local or foreign governmental or regulatory commission, board, body, authority or agency which, if determined adversely to the Company or any of its subsidiaries, could have a Material Adverse Effect;

(y) other than FBR, the Company has not authorized anyone to make any representations regarding the offer and sale of the Securities, or regarding the Company or any of its Significant Subsidiaries in connection therewith;

(z) the Company has not received notice of any order or decree preventing the use of the Preliminary Memorandum, the Disclosure Package or the Final Memorandum or any amendment or supplement thereto, or any order asserting that the transactions contemplated by this Agreement are subject to the registration requirements of the Securities Act, and no proceeding for any such purposes has commenced or is pending or, to the knowledge of the Company, is contemplated;

(aa) when issued and delivered pursuant to this Agreement, the Securities will not be of the same class (within the meaning of Rule 144A under the Securities Act) as securities listed on a national securities exchange registered under Section 6 of the Exchange Act;

(bb) the Company is subject to Section 13 of the Exchange Act;

(cc) subsequent to June 30, 2009, and except as may be otherwise stated in both the Disclosure Package and the Final Memorandum, there has not been (i) any event, circumstance or change that has had, or could reasonably be expected to have, a Material Adverse Effect, (ii) any transaction, other than in the ordinary course of business, which is material to the Company, contemplated or entered into by the Company, (iii) any obligation, contingent or otherwise, directly or indirectly incurred by the Company, other than in the ordinary course of business, which is material to the Company, or (iv) any dividend or distribution of any kind declared, paid or made by the Company or any Guarantor on any class of their capital stock, or any purchase by the Company or any Guarantor of any of their outstanding capital stock;

(dd) neither the Company nor any of its Significant Subsidiaries has sustained, since June 30, 2009, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Preliminary Memorandum and Disclosure Package; and since the respective dates as of which information is given in the Preliminary Memorandum, Disclosure Package and Final Memorandum, there has not been any change in the capital stock or debt of the Company or any of its Significant Subsidiaries except such issuances of stock or the incurrence of debt in the ordinary course of business, nor has there been any Material Adverse Effect, or any development involving a prospective Material Adverse Effect, in or affecting the general affairs, management, position (financial or otherwise), stockholders' equity or results of operation of the Company and its Significant Subsidiaries, otherwise than as set forth or contemplated in the Preliminary Memorandum, Disclosure Package and Final Memorandum;

(ee) the Company is not, nor upon the sale of the Securities will be, an "investment company" or an entity "controlled" by an "investment company" (as such terms are defined in the Investment Company Act of 1940, as amended);

(ff) there are no persons with registration or other similar rights to have any securities registered by the Company under the Securities Act;

(gg) the Company has not relied upon FBR or legal counsel for FBR for any legal, tax or accounting advice in connection with the offering and sale of the Securities;

(hh) each of the independent directors named in the Preliminary Memorandum, Disclosure Package and the Final Memorandum has not within the last five years, been employed by or affiliated, directly or indirectly, with the Company, whether by ownership of, ownership interest in, employment by, any material business or professional relationship with, or serving as an officer or director of the Company or any of its affiliates;

(ii) neither the Company, nor any of its respective affiliates (as defined in Section 501(b) of Regulation D) has, whether directly or through any agent or person acting on its behalf (other than FBR): (i) offered Common Stock or any other securities convertible into or exchangeable or exercisable for Common Stock in a manner in violation of the Securities Act or the rules and regulations thereunder, (ii) distributed any other offering material in connection with the offer and sale of the Securities, or (iii) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of any security (as defined in the Securities Act) which is or will be integrated with the offering and sale of the Securities in a manner that would require the registration of the Securities under the Securities Act;

(jj) neither the Company nor any of its Significant Subsidiaries (i) is required to register as a "broker" or "dealer" in accordance with the provisions of the Exchange Act or the rules and regulations thereunder, or (ii) directly, or indirectly through one or more intermediaries, controls or has any other association with (within the meaning of Article 1 of the Bylaws of the Financial Industry Regulatory Authority ("FINRA")) any member firm of FINRA;

(kk) none of the Company, its Significant Subsidiaries nor any of their respective directors, officers, representatives or affiliates have taken, directly or indirectly, any action intended, or which might reasonably be expected, to cause or result in, or which has constituted, under the Securities Act, the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Securities;

(ll) the Company and its Significant Subsidiaries carry, or are covered by, insurance (issued by insurers of recognized financial responsibility) in such amounts and covering such risks as is appropriate for the conduct of their respective businesses and the value of the assets to be held by them upon the consummation of the transactions contemplated by the Preliminary Memorandum, Disclosure Package and the Final Memorandum, and as is customary for companies engaged in businesses similar to the business of the Company and its Significant Subsidiaries, respectively, all of which insurance is in full force and effect;

(mm) the financial statements, including the notes thereto, incorporated by reference in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, fairly present the financial condition of the Company as of the respective dates thereof, and the results of operations for the periods then ended, correctly reflect and disclose all extraordinary items, and except as otherwise disclosed in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, have been prepared in conformity with U.S. generally accepted accounting principles applied on a consistent basis;

(nn) KPMG, LLP, who have certified certain financial statements and supporting schedules incorporated by reference in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, whose reports with respect to such financial statements and supporting schedules are incorporated by reference in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, and who have delivered the comfort letters referred to in Section 6(b) hereof, are independent registered public accountants with respect to the Company within the meaning of the Securities Act and the rules and regulations thereunder.

(oo) neither the Company nor to the Company's knowledge, the Significant Subsidiaries, nor any of their respective employees or agents, has made any material payment of funds of the Company or any of its Significant Subsidiaries, or received or retained any material funds in violation of any law, rule or regulation, including without limitation the "know your customer" and anti-money laundering laws of any jurisdiction;

(pp) any certificate signed by any officer of the Company delivered to FBR or to counsel for FBR pursuant to or in connection with this Agreement shall be deemed a representation and warranty by the Company to FBR as to the matters covered thereby;

(qq) except as otherwise disclosed in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, (i) the Company and its subsidiaries have accurately prepared and timely filed any and all federal, state, foreign and other tax returns that are required to be filed by it, if any, and have paid or made provision for the payment of all taxes shown on such returns, including without limitation, all sales and use taxes and all taxes which the Company and each of its subsidiaries is obligated to withhold from amounts owing to employees, creditors and third parties, with respect to the periods covered by such tax returns (whether or not such amounts are shown as due on any tax return) except where the failure to file or pay the taxes, an assessment or lien could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company or its subsidiaries taken as a whole, (ii) no deficiency assessment with respect to a proposed adjustment of the Company's or any of its subsidiaries' federal, state, local or foreign taxes is pending or, to the Company's knowledge, threatened, which, if determined adversely to any such entity, could have a Material Adverse Effect; (iii) since the date of the most recent audited financial statements, the Company and its subsidiaries have not incurred any liability for taxes other than in the ordinary course of their business; and (iv) there is no tax lien, whether imposed by any federal, state, foreign or other taxing authority, outstanding against the assets, properties or business of the Company or any of its subsidiaries that could reasonably be expected to have a Material Adverse Effect.

5. Certain Covenants of the Company.

The Company hereby agrees with FBR:

(a) to furnish such information as may be reasonably required and otherwise to cooperate in qualifying the Securities and the shares of Common Stock issuable upon conversion of the Securities for offer and sale under the securities or blue sky laws of such states as FBR may designate and to maintain such qualifications in effect as long as required by such laws for the Exempt Resales of the Securities; *provided, however,* that the Company shall not be required to qualify as a foreign corporation or to consent to the service of process under the laws of, or subject itself to taxation as doing business in, any such state or other jurisdiction (except service of process with respect to the offering and sale of the Securities);

(b) to prepare the Final Memorandum in a form approved by FBR and to furnish promptly (and with respect to the initial delivery of such Final Memorandum, not later than 4:00 p.m. (New York City time) on the first day following the execution and delivery of this Agreement) to FBR or to purchasers upon the direction of FBR as many copies of the Final Memorandum (and any amendments or supplements thereto) as FBR may reasonably request for the purposes contemplated by this Agreement;

(c) to advise FBR promptly, confirming such advice in writing, of: (i) the happening of any event known to the Company within the time during which the Final Memorandum shall (in the view of FBR) be required to be distributed by FBR in connection with an Exempt Resale (and FBR hereby agrees to notify the Company in writing when the foregoing time period has ended) which, in the judgment of the

Company, would require the making of any change in the Final Memorandum then being used so that the Final Memorandum would not include 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, in light of the circumstances under which they are made, not misleading, or, if for any other reason it shall be necessary or desirable to amend or supplement the Final Memorandum; and (ii) the receipt of any notification with respect to the modification, rescission, withdrawal or suspension of the qualification of the Securities, or of any exemption from such qualification or from registration of the Securities, for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes and, if any government agency or authority should issue any such order, to make every reasonable effort to obtain the lifting or removal of such order as soon as possible;

(d) upon FBR's request following receipt of a notice provided by the Company in accordance with Section 5(c), the Company shall prepare and provide to FBR, or to purchasers upon the direction of FBR, as many copies as FBR may reasonably request of any amendment or supplement to the Final Memorandum, and the Company shall not amend or supplement the Final Memorandum in any manner whatsoever unless FBR shall previously have been advised thereof and shall have consented thereto in writing;

(e) to furnish to FBR for a period of two years from the Closing Time, (i) copies of all annual, quarterly and current reports and other communications (financial and other) supplied to stockholders of the Company, (ii) copies of all reports filed by the Company with the Commission and any securities exchange on which any class of securities of the Company is listed, and (iii) such other information as FBR may reasonably request regarding the Company;

(f) not to issue any Supplement in connection with the transactions contemplated hereby without the prior written approval of FBR, which approval may be withheld, conditioned or delayed in the sole and absolute discretion of FBR;

(g) during any period of time in which the Company is not subject to Section 13 or 15(d) of the Exchange Act, the Company shall furnish to the holders of the Securities as soon as practicable after the end of each fiscal year an annual report (including balance sheet and statements of earnings, stockholders' equity and cash flows of the Company and its consolidated subsidiaries certified by independent public accountants) and, as soon as practicable after the end of each of the first three quarters of each fiscal year (beginning with the fiscal quarter ending after the date of the Final Memorandum), to furnish to the holders of the Securities consolidated summary financial information of the Company and its consolidated subsidiaries for such quarter in reasonable detail;

(h) during any period in the one year (or such shorter period as may then be applicable under the Securities Act regarding the holding period for securities under Rule 144 under the Securities Act or any successor rule) after the Closing Time in which the Company is not

subject to Section 13 or 15(d) of the Exchange Act to furnish, upon request, to any holder of such Shares the information (“Rule 144A Information”) specified in Rule 144A(d)(4) under the Securities Act and any such Rule 144A Information will not, at the date thereof, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading;

(i) to apply the net proceeds from the sale of the Securities in the manner set forth under the caption “Use of Proceeds” in the Preliminary Memorandum, Disclosure Package and the Final Memorandum;

(j) that neither the Company nor any of its affiliates (as defined in Section 501(b) of Regulation D) will, whether directly or through any agent or person acting on its behalf (other than FBR): (i) offer Common Stock or any other securities convertible into or exchangeable or exercisable for Common Stock in a manner in violation of the Securities Act or the rules and regulations thereunder, (ii) distribute any other offering material in connection with the offer and sale of the Securities, other than the Preliminary Memorandum, Disclosure Package and the Final Memorandum, or (iii) sell, offer for sale, solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act), any of which will be integrated with the offering and sale of the Securities in a manner that would require the registration under the Securities Act of the sale by the Company to FBR or the resale by FBR to Eligible Purchasers;

(k) that neither the Company, its subsidiaries, nor any of their respective directors, officers, representatives or affiliates will take, directly or indirectly, any action intended to, or that might be reasonably expected to, cause or result in, under the Securities Act, the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company;

(l) that, except as directed by FBR, neither the Company nor any of its affiliates will distribute any offering materials in connection with Exempt Resales;

(m) to pay all expenses, fees and taxes in connection with (i) the preparation of the Preliminary Memorandum, Disclosure Package and the Final Memorandum, and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to FBR (including costs of mailing and shipment), (ii) the preparation, issuance, sale and delivery of the Securities, including any stock or other transfer taxes or duties payable upon the sale of the Securities to FBR, and the issuance, sale and delivery of the Common Stock issuable upon conversion of the Securities, (iii) the printing of this Agreement, the Indenture, closing documents (including any compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Securities, (iv) the qualification of the Securities and the Common Stock issuable upon conversion of the Securities for offering and sale under state laws and the determination of their eligibility for investment under state law as aforesaid (including any filing fees and the fees and disbursements of counsel for FBR in connection with such qualification and in connection with any blue sky survey performed thereby), and the printing and furnishing of copies

of any blue sky surveys to FBR, (v) all fees and disbursements of counsel and accountants for the Company, (vi) the preparation of the Securities, the appointment of the Trustee and any agent of the Trustee and of counsel for the Trustee in connection with the Indenture and the Securities, (vii) the costs and expenses of FBR and the Company incurred in connection with the marketing of the Securities, including all "out of pocket" expenses, road show costs and expenses (regardless of the form in which the road show is conducted), and expenses of Company personnel, including but not limited to commercial or charter air travel, local hotel accommodations and transportation, and (viii) performance of the Company's other obligations hereunder;

(n) to use reasonable efforts in cooperation with FBR to obtain permission for the Securities to be eligible for clearance and settlement through DTC;

(o) to reserve and keep available at all times, free of preemptive rights, shares of Common Stock for purposes of enabling the Company to satisfy any obligations to issue shares of Common Stock upon conversion of the Securities;

(p) to refrain during the period commencing on the date of this Agreement and ending on the date that is 90 days thereafter, without the prior written consent of FBR (which consent may be withheld or delayed in FBR's sole discretion), from (i) offering, pledging, selling, contracting to sell, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right or warrant for the sale of, lending or otherwise disposing of or transferring, directly or indirectly, any securities of the Company that are substantially similar to the Securities or the Common Stock, or any securities convertible into or exercisable or exchangeable for securities of the Company that are substantially similar to the Securities or the Common Stock, or filing any registration statement under the Securities Act with respect to any of the foregoing, or (ii) entering into any swap or other arrangement that transfers, in whole or in part, directly or indirectly, any of the economic consequences of ownership of securities of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock, the Securities or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (i) the Securities to be sold hereunder, (ii) any Common Stock issued by the Company upon the exercise of, the Securities or an option or warrant outstanding on the date hereof and referred to in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, (iii) such issuances of options or grants of restricted stock under the Company's stock option and incentive plans as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, or (iv) issuances of Common Stock in connection with the settlement of litigation in an amount not to exceed the number of shares whose then current market value in the aggregate is equal to \$6,600,000.00 based on the then current price per share of the Common Stock on the New York Stock Exchange;

(q) to reimburse FBR for up to \$200,000.00 of its out-of-pocket expenses relating to the transactions contemplated hereby, including the reasonable fees and disbursements of its legal counsel;

(r) that, from and after the Closing Time, the Company shall have in place and maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and

(s) that the Company will conduct its affairs in such a manner so as to ensure that the Company will not be an investment company or an entity controlled by an investment company within the meaning of the Investment Company Act.

6. Conditions of FBR's Obligations. The obligations of FBR hereunder are subject to (i) the accuracy of the representations and warranties on the part of the Company on the date hereof, at the Applicable Time, at the Closing Time and each Secondary Closing Time, (ii) the accuracy of the statements of the Company's officers made in any certificate pursuant to the provisions hereof as of the date of such certificate, (iii) the performance by the Company of all of its respective covenants and other obligations hereunder and (iv) the following other conditions:

(a) The Company shall furnish to FBR at the Closing Time an opinion of Locke Lord Bissell & Liddell LLP, counsel for the Company, and of the Company's Chief Legal Officer, addressed to FBR and dated the Closing Time, in the form set forth on Exhibit A hereto. Each opinion shall indicate that it is being rendered to FBR at the request of the Company.

(b) FBR shall have received from KPMG, LLP "comfort" letters dated, respectively, as of the date hereof and the Closing Time, addressed to FBR and in form and substance satisfactory to FBR, in substantially the form attached as Exhibit B hereto.

(c) FBR shall have received at the Closing Time a favorable opinion of Manatt, Phelps & Phillips, LLP, counsel for FBR, dated the Closing Time, in form and substance satisfactory to FBR.

(d) Prior to the Closing Time and any Secondary Closing Time (i) no suspension of the qualification of the Securities for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes, shall have occurred, and (ii) the Disclosure Package and the Final Memorandum and all amendments or supplements thereto, or modifications thereof, if any, shall not contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(e) Between the time of execution of this Agreement and the Closing Time or any Secondary Closing Time, (i) no event, circumstance or change constituting a Material Adverse Effect shall have occurred or become known, (ii) no transaction which is material to the Company, taken as a whole, shall have been entered into by the Company that has not been fully and accurately disclosed in the Disclosure Package

and the Final Memorandum, or any amendment or supplement thereto, and (iii) no order or decree preventing the use of either the Preliminary Memorandum, the Disclosure Package or the Final Memorandum, or any amendment or supplement thereto, or any order asserting that any of the transactions contemplated by this Agreement are subject to the registration requirements of the Securities Act shall have been issued.

(f) (i) Neither the Company nor any of its Significant Subsidiaries shall have sustained, since December 31, 2008, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Disclosure Package and Final Memorandum, and (ii) since the respective dates as of which information is given in the Disclosure Package and Final Memorandum, there has not been any change in the capital stock or debt of the Company or any of its Significant Subsidiaries or any change or development involving a prospective change, in or affecting the general affairs, management, position (financial or otherwise), stockholders' equity or results of operation of the Company and its Significant Subsidiaries, otherwise than as set forth or contemplated in the Disclosure Package and Final Memorandum, the effect of which, in any such case described in clause (i) or (ii), is in the judgment of FBR so material and adverse as to make it commercially impracticable or inadvisable to proceed with the offering and delivery of the Securities on the terms and in the manner contemplated by this Agreement and the Disclosure Package and Final Memorandum.

(g) The Company shall have delivered to FBR a certificate, executed by the secretary of the Company and dated as of the Closing Time, as to (i) the resolutions adopted by the Company's board of directors addressing entry into and consummation of the transactions contemplated by this Agreement, the execution and performance of this Agreement and the Indenture and the authorization, issuance and delivery of the Securities and the Common Stock issuable upon conversion of the Securities, and otherwise in form and substance reasonably acceptable to FBR, (ii) the Company's certificate of incorporation, as amended and (iii) the Company's bylaws, as amended, each as in effect at the Closing Time.

(h) The Company shall have delivered to FBR a certificate, executed by its chief executive officer and chief financial officer on behalf of the Company to the effect that the representations and warranties by the Company set forth in this Agreement shall be true and correct as of the Closing Time as though made on and as of such date (except to the extent that such representations and warranties speak as of another date, in which case such representations and warranties shall be true and correct as of such other date), the conditions set forth in subsections (d) through (f) of this Section 6 shall have been satisfied and be true and correct as of the Closing Time, and the Company shall have complied with all covenants and agreements and satisfied all conditions on its part to be performed or satisfied under this Agreement at or prior to the Closing Time.

(i) At the time of execution and delivery of this Agreement, FBR shall have received from each of the officers and directors of the Company a written agreement (a "Lock-up Agreement") in substantially the form of Exhibit C hereto.

(j) At each Secondary Closing Time, FBR shall have received:

(i) certificates, dated as of each Secondary Closing Time, of the Company, substantially to the same effect as the certificates delivered at the Closing Time pursuant to subsections (g) and (h), of this Section 6, subject to any exceptions that, in the reasonable judgment of FBR, are not material.

(ii) the opinions of Locke Lord Bissell & Liddell LLP, and the Company's Chief Legal Officer, dated as of each Secondary Closing Time relating to the Option Securities being sold by the Company to FBR at such Secondary Closing Time, in substantially the same effect as the opinions required by subsection (a) of this Section 6.

(iii) "comfort" letters from KPMG, LLP, in form and substance satisfactory to FBR, dated as of each Secondary Closing Time, substantially the same in scope and substance as the letter furnished to FBR pursuant to subsection (b) of this Section 6, except that the "specified date" in the letter furnished pursuant to this subsection (j)(iii) shall be a date not more than three days prior to such Secondary Closing Time.

In the event that any "comfort" letter referred to in subsection (b) of this Section 6 or this subsection (j)(iii) sets forth any such changes, decreases or increases that, in the reasonable discretion of FBR, are likely to result in a Material Adverse Effect, it shall be a further condition to the obligations of FBR that such letters shall be accompanied by a written explanation of the Company as to the significance thereof, unless FBR deems such explanation unnecessary, which written explanation is reasonably satisfactory to FBR and which details the actions the Company has taken or plans to take to remediate or otherwise address such change. References to the Preliminary Memorandum, the Disclosure Package and/or Final Memorandum with respect to any "comfort" letter referred to in this Section 6 shall include any amendment or supplement thereto at the date of such letter.

(iv) the opinion of Manatt, Phelps & Phillips, LLP, dated as of each Secondary Closing Time, relating to the Option Securities being sold by the Company to FBR at such Secondary Closing Time, and otherwise to the same effect as the opinion required by subsection (c) of this Section 6.

(k) The Company shall have furnished to FBR such other documents and certificates as to the accuracy and completeness of any statement in both the Disclosure Package and the Final Memorandum or any amendment or supplement thereto, and any additional matters as FBR may reasonably request, as of the Closing Time or any Secondary Closing Time, or as FBR may reasonably request.

7. **Termination.** The obligations of FBR hereunder shall be subject to termination in the absolute discretion of FBR, at any time prior to the Closing Time or any Secondary Closing Time, if (i) any of the conditions specified in Section 6 shall not have been fulfilled when and as

required by this Agreement to be fulfilled, (ii) trading in securities in general on any exchange or national quotation system shall have been suspended or minimum prices shall have been established on such exchange or quotation system, (iii) trading in the Company's Common Stock has been suspended or materially limited, (iv) there has been a material disruption in the securities settlement, payment or clearance services in the United States, (v) a banking moratorium shall have been declared either by the United States or New York state authorities, or (vi) if the United States shall have declared war in accordance with its constitutional processes or there shall have occurred any material outbreak or escalation of hostilities or other national or international calamity or crisis or change in economic, political or other conditions of such magnitude in its effect on the financial markets of the United States as, in the judgment of FBR, to make it impracticable to market the Securities.

If FBR elects to terminate this Agreement as provided in this Section 7, the Company shall be notified promptly by letter or fax.

If the sale to FBR of the Securities, as contemplated by this Agreement, is not carried out by FBR for any reason permitted under this Agreement or if such sale is not carried out because the Company shall be unable to comply with any of the terms of this Agreement, (i) the Company shall not be under any obligation or liability to FBR under this Agreement (except to the extent provided in Sections 5(m), 5(q) and 8 hereof), (ii) and FBR shall be under no obligation or liability to the Company under this Agreement (except to the extent provided in Section 8 hereof).

8. Indemnity.

(a) The Company agrees to indemnify, defend and hold harmless FBR and its directors and officers, and any person who controls FBR within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any loss, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, FBR or any such controlling person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability or claim arises out of or is based upon (i) any untrue statement or alleged untrue statement made by the Company herein, (ii) any breach by the Company of any covenant set forth herein, or (iii) any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Memorandum, the Disclosure Package or the Final Memorandum, or arises out of or is based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, except insofar as any such loss, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in and in conformity with information furnished in writing by FBR to the Company expressly for use in such Preliminary Memorandum, the Disclosure Package or Final Memorandum (that information being limited to that described in the last sentence of Section 8(b) hereof).

(b) FBR agrees to indemnify, defend and hold harmless the Company and its directors and officers and any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any

loss, expense, liability or claim (including the reasonable cost of investigation) which, jointly or severally, the Company or any such person may incur under the Securities Act, the Exchange Act or otherwise, insofar as such loss, expense, liability or claim arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in and made in reliance upon and in conformity with information furnished in writing by FBR to the Company expressly for use in the Preliminary Memorandum, the Disclosure Package or Final Memorandum (or in any amendment or supplement thereof by the Company), such information being limited to the following: the tenth and eleventh paragraphs of the "Plan of Distribution" section of the Preliminary Memorandum.

(c) If any action is brought against any person or entity (each an "Indemnified Party"), in respect of which indemnity may be sought pursuant to Section 8(a) or (b) above, the Indemnified Party shall promptly notify the party(ies) obligated to provide such indemnity (each an "Indemnifying Party") in writing of the institution of such action and the Indemnifying Party shall assume the defense of such action, including the employment of counsel and payment of expenses; provided that the failure so to notify the Indemnifying Party will not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to any Indemnified Party unless and to the extent the Indemnifying Party did not otherwise know of such action and such failure results in the forfeiture by the Indemnifying Party of rights and defenses that would have had material value in the defense. The Indemnified Party(ies) shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party(ies) unless the employment of such counsel shall have been authorized in writing by the Indemnifying Party in connection with the defense of such action or the Indemnifying Party shall not have employed counsel to have charge of the defense of such action within a reasonable time or such Indemnified Party(ies) shall have reasonably concluded (based on the advice of counsel) that counsel selected by the Indemnifying Party has an actual conflict of interest or there may be defenses available to the Indemnified Party(ies) which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party(ies)), in any of which events such fees and expenses shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that the Indemnifying Party shall not be liable for the fees and expenses of more than one separate firm of counsel (in addition to local counsel) for the Indemnified Party in any one action or series of related actions in the same jurisdiction representing the Indemnified Parties who are parties to such action). Anything in this paragraph to the contrary notwithstanding, the Indemnifying Party shall not be liable for any settlement of any such claim or action effected without its written consent. The Indemnifying Party shall have the right to settle any such claim or action for itself and any Indemnified Party so long as the Indemnifying Party pays any settlement payment and such settlement (i) includes a complete and unconditional release of the Indemnified Party from all losses, expenses, claims, damages, injunctions, liability and other obligations with respect to any claims that are the subject matter of such action and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of the Indemnified Party.

(d) If the indemnification provided for in this Section 8 is unavailable to an Indemnified Party under subsections (a) and (b) of this Section 8 in respect of any losses, expenses, liabilities or claims referred to therein, then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, expenses, liabilities or claims (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and FBR, on the other hand, from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of FBR, on the other hand, in connection with the statements or omissions which resulted in such losses, expenses, liabilities or claims, as well as any other relevant equitable considerations. The relative benefits received by the Company, on the one hand, and FBR, on the other hand, shall be deemed to be in the same proportion as the total proceeds from the offering (net of initial purchaser discounts and commissions but before deducting expenses) received by the Company bear to the discounts and commissions received by FBR. The relative fault of the Company, on the one hand, and of FBR, on the other hand, shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or omission or alleged omission relates to information supplied by the Company or by FBR and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages and liabilities referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any claim or action.

(e) The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in subsection (d) above. Notwithstanding the provisions of this Section 8, FBR shall not be required to contribute any amount in excess of the amount by which the total price at which the Securities were initially offered (in the Exempt Resales) exceeds the amount of any damages which FBR has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

(f) The indemnity and contribution agreements contained in this Section 8 and the covenants, warranties and representations of the Company contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of FBR or its directors and officers, or any person who controls FBR within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, or by or on behalf of the Company or its directors and officers or any person who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and shall survive any termination of this Agreement or the sale and

delivery of the Securities. Each party to this Agreement agrees promptly to notify the other party of the commencement of any litigation or proceeding against it and, in the case of the Company, against any of their respective officers and directors, in connection with the sale and delivery of the Securities, or in connection with the Preliminary Memorandum, Disclosure Package and/or Final Memorandum.

9. Notices. Except as otherwise herein provided, all statements, requests, notices and agreements shall be in writing delivered by facsimile (with receipt confirmed), overnight courier or registered or certified mail, return receipt requested, or by telegram and:

(a) if to FBR, shall be sufficient in all respects if delivered or sent to FBR Capital Markets & Co., 1001 Nineteenth Street North, Arlington, Virginia 22209, Attention: Compliance Department, (facsimile: 703-312-9698); with a copy to Manatt, Phelps & Phillips, 11355 West Olympic Boulevard, Los Angeles, California 90064, Attention: Mark J. Kelson, (facsimile: (310) 914-5712) and James J. Vieceli (facsimile: (310) 914-996-6956); and

(b) if to the Company, shall be sufficient in all respects if delivered to the Company at the offices of the Company at 1980 Post Oak Boulevard, Houston, Texas, 77056 Attention: Chief Financial Officer (facsimile: (713) 629-2330); with a copy to Locke Lord Bissell & Liddell, LLP, 3400 JPMorgan Chase Tower, 600 Travis, Houston, Texas 77002, Attention: David Taylor (facsimile: (713) 223-3717).

10. Duties. Nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between the parties. FBR undertakes to perform such duties and obligations only as expressly set forth herein. Such duties and obligations of FBR with respect to the Securities shall be determined solely by the express provisions of this Agreement, and FBR shall not be liable except for the performance of such duties and obligations with respect to the Securities as are specifically set forth in this Agreement. The Company acknowledges and agrees that: (i) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and FBR, on the other hand, and the Company is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction FBR is and has been acting solely as a principal and is not the financial advisor, agent or fiduciary of the Company or its affiliates, stockholders, creditors or employees or any other party; (iii) FBR has not assumed and will not assume an advisory, agency or fiduciary responsibility in favor of the Company with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether FBR has advised or is currently advising the Company on other matters); and (iv) FBR and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and that FBR has no obligation to disclose any of such interests. The Company acknowledges that FBR disclaims any implied duties (including any fiduciary duty), covenants or obligations arising from its performance of the duties and obligations expressly set forth herein. The Company hereby waives and releases, to the fullest extent permitted by law, any claims that the Company may have against FBR with respect to any breach or alleged breach of agency or fiduciary duty.

11. **GOVERNING LAW; HEADINGS. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER STATE.** The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this Agreement.

12. **Parties at Interest.** The Agreement herein set forth has been and is made solely for the benefit of FBR and the Company and the controlling persons, directors and officers referred to in Section 8 hereof, and their respective successors, assigns, executors and administrators. No other person, partnership, association or corporation (including a purchaser, in its capacity as such, from FBR) shall acquire or have any right under or by virtue of this Agreement.

13. **Counterparts.** This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties.

[SIGNATURE PAGE FOLLOWS]

[E/O]

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If the foregoing correctly sets forth the understanding among the Company and FBR, please so indicate in the space provided below for the purpose, whereupon this letter shall constitute a binding agreement between the Company and FBR.

Very truly yours,

STEWART INFORMATION SERVICES
CORPORATION

By: /s/ J. Allen Berryman

Name: J. Allen Berryman

Title: Chief Financial Officer

[SIGNATURE PAGE TO PURCHASE/PLACEMENT AGREEMENT]

[E/O]

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Accepted and agreed to as of the date first above written:

FBR CAPITAL MARKETS & CO.

By: /s/ Paul A. Rosica

Name: Paul A. Rosica

Title: Senior Managing Director

[SIGNATURE PAGE TO PURCHASE/PLACEMENT AGREEMENT]

EXHIBIT A

SUBSTANCE OF OPINION OF COMPANY COUNSEL

1. The Company is duly incorporated, validly existing as a corporation and in good standing under the laws of the State of Delaware, with requisite corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, and to execute, deliver and perform the Initial Purchaser Agreement and the Indenture;
2. The execution, delivery and performance by the Company of the Initial Purchaser Agreement has been duly authorized by all necessary corporate action of the Company;
3. The Initial Purchaser Agreement has been duly executed and delivered on behalf of the Company;
4. The authorized and outstanding capital stock of the Company, as of June 30, 2009, was as set forth under the caption "Capitalization" in the Preliminary Memorandum, Disclosure Package and the Final Memorandum; to our knowledge, neither the Company nor any subsidiary has issued any outstanding securities convertible into or exchangeable for, or outstanding options, warrants or other rights to purchase or to subscribe for, any shares of stock or other securities of the Company, except as described in the Preliminary Memorandum, Disclosure Package and the Final Memorandum; all of the issued and outstanding shares of capital stock of the Company have been duly authorized and validly issued, are fully paid and non-assessable, and were not issued in violation of or subject to any preemptive right or similar right of shareholders arising by operation of law, under the Charter Documents or, to our knowledge under any agreement to which the Company is a party or otherwise;
5. The Securities have been duly authorized, executed, authenticated, issued and delivered, are fully paid and non-assessable, free and clear of any pledge, lien, encumbrance, security interest or other claim created by or arising with respect to the Company, and constitute valid and binding obligations of the Company entitled to the benefits provided by the Indenture, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Securities and the Indenture conform in all material respects to the descriptions thereof in the Preliminary Memorandum, Disclosure Package and Final Memorandum; the issuance, sale and delivery of the Securities by the Company is not subject to any preemptive right, co-sale right, registration right, right of first refusal or other similar right of shareholders arising by operation of law, under the Charter Documents or, to our knowledge, under any agreement to which the Company is a party or otherwise; the form of certificate evidencing the Securities complies with the requirements of the Delaware General Corporation Law;

6. The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding instrument, enforceable against the Company in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;
7. The execution, delivery and performance on the date hereof by the Company of each of the Transaction Agreements, the issuance, sale and delivery of the Securities by the Company (and the delivery of the Common Stock upon the conversion of the Securities), the consummation by the Company of the transactions contemplated thereby, and compliance by the Company with the terms and provisions thereunder will not conflict with, or result in any breach of or constitute a default under (nor constitute any event which with notice, lapse of time, or both would constitute a breach of, or default under), (i) any provision of the Charter Documents, (ii) any provision of any of the agreements, arrangements and understandings set forth on Schedule A hereto, or (iii) under any decree, judgment, permit or order, or, to our knowledge, federal, state, local or foreign law, regulation or rule, applicable to the Company; except in the case of clause (iii) above, for such conflicts, breaches or defaults which have been validly waived or could not reasonably be expected to have a Material Adverse Effect or result in the creation or imposition of any material lien, charge, claim or encumbrance upon any property or asset of the Company;
8. To our knowledge, neither the Company nor any Significant Subsidiary is in breach of, or in default under (nor has any event occurred which with notice, lapse of time, or both would constitute a breach of, or default under) (a) its Charter Documents or (b) in the performance or observance of any contract, license, indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Company or a Significant Subsidiary is a party or by which it or its respective properties may be bound or affected that will not, in the case of clause (b) have a Material Adverse Effect;
9. The information in the Preliminary Memorandum, Disclosure Package and Final Memorandum under the captions "Description of Common Stock," "Certain United States Federal Income Tax Considerations" and "Transfer Restrictions" to the extent that such information constitutes matters of law or legal conclusions, has been reviewed by us, and is correct in all material respects. The capital stock of the Company conforms as to legal matters in all material respects to the description thereof set forth in the Preliminary Memorandum, Disclosure Package and Final Memorandum under the caption "Description of Common Stock";
10. Each Significant Subsidiary is validly existing as a corporation and in good standing, under the laws of the State of Texas, with all corporate power and authority to own, lease or operate its properties and to conduct its business as described in the Preliminary Memorandum, Disclosure Package and Final Memorandum;
11. The shares of Common Stock initially issuable upon conversion of the Securities have been duly and validly authorized and reserved for issuance and, if and when issued and delivered in accordance with the provisions of the Securities and the Indenture, will be duly and validly issued, fully paid and non-assessable and will conform in all material respects to the

description of the Common Stock in the Preliminary Memorandum, Disclosure Package and Final Memorandum, and the issuance, sale and delivery of the Common Stock issuable upon conversion of the Securities are not subject to any preemptive right, co-sale right, registration right, right of first refusal or other similar right of shareholders arising by operation of law, under the Charter Documents or, to our knowledge, under any agreement to which the Company is a party or otherwise bound;

12. The Guarantee issued pursuant to the Indenture by each Guarantor has been duly authorized, executed and delivered by the Guarantors incorporated in California, Delaware, Florida and Texas and constitutes a valid and legally binding obligation of such Guarantors enforceable in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles;
13. The issuance of the Securities by the Company in accordance with the Indenture does not violate any Federal law of the United States or law of the State of New York applicable to the Company, provided that we express no opinion with respect to Federal or state securities laws, other antifraud laws, bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights or general equity principles;
14. The issuance of the Guarantee by each Guarantor in accordance with the Indenture does not violate any Federal law of the United States or law of the State of New York applicable to the Guarantors or the charter documents of the Guarantors incorporated in California, Delaware, Florida and Texas, provided that we express no opinion with respect to Federal or state securities laws, other antifraud laws, bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights or general equity principles;
15. All issued and outstanding shares of capital stock of each Significant Subsidiary have been duly authorized and validly issued, are fully paid and nonassessable, and have not been issued in violation of or subject to any preemptive right, co-sale right, registration right, right of first refusal or other similar right of shareholders arising by operation of law, under the Charter Documents of such Significant Subsidiary or, to our knowledge, under any agreement to which such Significant Subsidiary is a party or otherwise, and to our knowledge, are owned by the Company free and clear of any pledge, security interests, liens, encumbrances, claims or equitable interests;
16. Assuming the accuracy of the representations and warranties of FBR in the Initial Purchase Agreement, no qualification of the Indenture under the United States Trust Indenture Act of 1939 with respect thereto is required for the offer, sale and initial resale of the Securities by FBR in the manner contemplated by the Initial Purchaser Agreement;
17. The offer and sale of the Securities to FBR, and the reoffer and resale by FBR of the Securities to the purchasers thereof, as contemplated under the Initial Purchaser Agreement, are exempt from the registration requirements of the Securities Act;

18. No approval, authorization, consent or order of or filing with any federal or state governmental or regulatory commission, board, body, authority or agency is required in connection with (i) the execution, delivery and performance by the Company of the Initial Purchaser Agreement and the Indenture, (ii) the consummation by the Company of the transactions contemplated thereby, (iii) the issuance, sale and delivery of the Securities (and the delivery of the Common Stock upon the conversion of the Securities) as contemplated thereby, or (iv) delivery of the Guarantee by each Guarantor, other than (A) such as have been obtained or made, or will have been obtained or made at the Closing Time, and (B) any necessary qualification under the securities or blue sky laws of the various jurisdictions in which the Securities are being offered by FBR;
19. The Company is not, nor upon the sale of the Securities as contemplated in the Initial Purchaser Agreement and the application of the net proceeds therefrom as described in the Preliminary Memorandum, Disclosure Package and Final Memorandum under the caption "Use of Proceeds", will be, an "investment company" or an entity "controlled" by an "investment company" (as such terms are defined in the Investment Company Act of 1940, as amended);
20. The Preliminary Memorandum included as of the date thereof, the Disclosure Package included as of the Applicable Time and the Final Memorandum includes as of the date hereof, the information required by Rule 144A, and the Securities satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act;
21. To our knowledge, except as disclosed in the Preliminary Memorandum, the Disclosure Package and the Final Memorandum, no Significant Subsidiary is currently prohibited, directly or indirectly, from paying any dividends or distributions to the Company to the extent permitted by applicable law, from making any other distribution on such Significant Subsidiary's issued and outstanding capital stock, from repaying to the Company any loans or advances to such Significant Subsidiary from the Company or from transferring any of the property or assets of such subsidiary to the Company; and
22. Except as described in both the Disclosure Package and the Final Memorandum, there are no material actions, suits or proceedings, inquiries, or investigations pending or, to our knowledge, threatened against the Company, any of the Significant Subsidiaries, or the Guarantors, or any of their respective properties, before or by any federal, state, local or foreign government or regulatory commission, board, body, authority, arbitral panel or agency.

During the course of the preparation of the Preliminary Memorandum, Disclosure Package and the Final Memorandum, we participated in conferences with officers and other representatives of the Company, with representatives of the independent public accountants of the Company and with you and your representatives. While we have not undertaken to determine independently, and we do not assume any responsibility for, the accuracy, completeness, or fairness of the statements in the Preliminary Memorandum, Disclosure Package and the Final Memorandum, on the basis of these conferences and our activities as counsel to the Company in connection with the Offering and our examination of the documents referred to

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herein, no facts have come to our attention which cause us to believe that the Preliminary Memorandum as of the date thereof, Disclosure Package as of the Applicable Time and the Final Memorandum as of the date hereof, contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, that in making the foregoing statements, we are not expressing any views as to the possible application to the Company or its subsidiaries of any laws or regulations regulating title insurers or underwriters or any similar laws or regulations in any jurisdictions or as to the financial statements or schedules or other financial and statistical information and data included in or omitted from the Preliminary Memorandum, Disclosure Package and the Final Memorandum.

[E/O]

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EXHIBIT B

FORM OF "COMFORT" LETTER

EXHIBIT C
FORM OF LOCK-UP AGREEMENT

October 8, 2009

FBR Capital Markets & Co.
1001 Nineteenth Street North, 18th Floor
Arlington, Virginia 22209

Ladies and Gentlemen:

The undersigned understands and agrees as follows:

1. FBR Capital Markets & Co. (“FBR”) proposes to enter into an Initial Purchaser Agreement (the “Agreement”) with Stewart Information Services Corporation, a Delaware corporation (the “Company”), providing for (a) the initial purchase by FBR of convertible senior notes due 2014, and the resale of such notes by FBR to certain eligible purchasers, and (b) an option for FBR to purchase up to an aggregate of \$60,000,000.00 principal amount of additional 6.000% convertible senior notes due 2014 for resale by FBR to certain eligible purchasers (all of such notes are collectively referred to as the “Securities” and the transactions referred to in (a) and (b) above are collectively referred to as the “Offering”), in each case, in transactions exempt from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”).

2. In recognition of the benefit that the Offering will confer upon the undersigned and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, the undersigned hereby agrees that, without the prior written consent of FBR (which consent may be withheld or delayed in FBR’s sole discretion), he, she or it will refrain during the period commencing on the date of the Agreement and ending on the date that is 90 days after the pricing of the Offering referenced above, from (i) offering, pledging, selling, contracting to sell, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right or warrant for the sale of, lending or otherwise disposing of or transferring, directly or indirectly, any equity securities of the Company, or any securities convertible into or exercisable or exchangeable for equity securities of the Company, or (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of equity securities of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of common stock of the Company or such other securities, in cash or otherwise.

Notwithstanding the foregoing, subject to applicable securities laws and the restrictions contained in the Company’s charter, the undersigned may transfer any securities of the Company (including, without limitation, common stock) as follows: (i) as a bona fide gift or gifts, provided that the donee or donees thereof agree to be bound in writing by the restrictions set forth herein; (ii) to any trust for the direct or

indirect benefit of the undersigned or the immediate family of the undersigned, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein; (iii) as a distribution to stockholders, partners or members of the undersigned, provided that such stockholders, partners or members agree to be bound in writing by the restrictions set forth herein; (iv) any transfer required under any benefit plans; (v) as collateral for any loan, provided that the lender agrees in writing to be bound by the restrictions set forth in herein; or (vi) with respect to sales of securities acquired after the Closing Time in the open market. For purposes of this agreement, "immediate family" shall mean any relationship by blood, marriage or adoption, not more remote than first cousin.

For the avoidance of doubt, nothing shall prevent the undersigned from, or restrict the ability of the undersigned to, (i) purchase common stock on the open market or (ii) exercise any options or other convertible securities granted under any benefit plan of the Company.

4. The undersigned acknowledges that FBR is relying on the agreements of the undersigned set forth herein in making its decision to enter into the Agreement and to continue its efforts in connection with the Offering.

5. This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.

6. This Lock-Up Agreement may be executed in one or more counterparts and delivered by facsimile, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

[E/O]

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IN WITNESS WHEREOF, the undersigned has executed this Lock-Up Agreement, or caused this Lock-Up Agreement to be executed, as of the date first written above.

Very truly yours,

Name:

Title:

(Address)

[E/O]

CRC: 15239
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**SCHEDULE 1**

<u>ST</u>	<u>Legal Name</u>	<u>Primary Owner</u>
1	AZ Stewart National Title, LLC	Stewart Title Company
2	CA API Properties Corporation	Asset Preservation, Inc.
3	CA Asset Preservation, Inc.	Stewart Title Company
4	CA Granite Properties Incorporated	Asset Preservation, Inc.
5	CA Quantum Leap Realty Technologies, Inc.	Stewart Title Company
6	CA Stewart Default Services	Stewart Title Company
7	CA SIFS, LLC	Stewart Solutions, LLC
8	CA Stewart Title of California, Inc.	Stewart Title Company
9	DE Electronic Closing Services, Inc.	Stewart Lender Services, Inc.
10	FL Stewart Management Services, Inc.	Stewart Title Company
11	FL Stewart Properties of Tampa, Inc.	Stewart Title Company
12	FL Stewart Title of Martin County, Inc.	Stewart Title Company
13	IN Stewart Title Services of Northwest Indiana, LLC	Stewart Title Company
14	KS Hannaford Abstract & Title Co., Inc.	Stewart Title Company
15	KS McPherson County Abstract & Title Company, Inc.	Stewart Title Company
16	LA Stewart Title of Louisiana, Inc.	Stewart Title Company
17	MT Stewart Title of Montana, Inc.	Stewart Title Company
18	ND Red River Title Services, Inc.	Stewart Title Company
19	NV API Properties Nevada, Inc.	Asset Preservation, Inc.
20	NV Stewart Title of Nevada Holdings, Inc.	Stewart Title Company
21	NJ Jersey — Stewart Title Agency, LLC	Stewart Title Company
22	NY Parked Properties NY, Inc.	Asset Preservation, Inc.
23	OK Oklahoma Land Title Services, LLC	Stewart Title Company
24	OK Stewart Abstract & Title of Oklahoma, an Oklahoma Corporation	Stewart Title Company
25	TX Fulghum, Inc.	Stewart Title Company
26	TX GESS Management, L.L.C.	Stewart Title Company
27	TX GESS Real Estate Investments, L.P.	Stewart Title Company
28	TX Gracy Title Company, L.C.	Stewart Title Company
29	TX Home Retention Services, Inc.	Stewart Lender Services, Inc.
30	TX Professional Real Estate Tax Service of North Texas, L.L.C.	Stewart Title Company
31	TX Professional Real Estate Tax Service, L.L.C.	Stewart Title Company
32	TX SLJ Holdings, LLC	Stewart Title Company
33	TX Stewart Financial Services, Inc.	Stewart Title Company
34	TX Stewart Lender Services, Inc.	Stewart Title Company
35	TX Stewart Solutions, LLC	Stewart Title Company
36	WA Parked Properties WA, Inc.	Asset Preservation, Inc.
37	WI Stewart Title of Wisconsin, Inc.	Stewart Title Company
38	TX Stewart Title Company	Stewart Title Guaranty Company

[E/O]

CRC: 17760
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BOD H68197 701.01.42.00 0/3


SCHEDULE 2

APPROVED SUPPLEMENTS

Recent Developments filed as Exhibit 99.1 to Stewart Information Services Corporation's Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on October 8, 2009.

FBR Capital Markets Pricing Supplement, dated October 9, 2009, for the Stewart Information Services Corporation 6.000% Convertible Senior Notes due October 15, 2014.

[E/O]

CRC: 22434
EDGAR 2

BOD H68197 701.01.43.00 0/1


SCHEDULE 3

SIGNIFICANT SUBSIDIARIES

Stewart Title Company, a Texas corporation
Stewart Title Guarantee Company, a Texas corporation



<DOCUMENT>
<TYPE> EX-4.1
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<DESCRIPTION> EX-4.1
<TEXT>

[E/O]

CRC: 3754
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Exhibit 4.1

STEWART INFORMATION SERVICES CORPORATION,
the Guarantors party hereto

and

Wells Fargo Bank N.A., as Trustee

INDENTURE

Dated as of October 15, 2009

6.00% Convertible Senior Notes due 2014

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[E/O]

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CROSS-REFERENCE TABLE*

TIA Section	Section	Indenture Section(s)
	Section 310(a)(1)	8.09
	(a)(2)	8.09
	(a)(3)	N.A.
	(a)(4)	N.A.
	(a)(5)	8.09
	(b)	8.08
	(c)	N.A.
Section	311(a)	8.13
	(b)	8.05
	(c)	N.A.
Section	312(a)	2.06
	(b)	12.03
	(c)	12.03
Section	313(a)	8.14(a)
	(b)(1)	N.A.
	(b)(2)	8.14(a)
	(c)	8.02, 8.14(a)
	(d)	8.14(b)
Section	314(a)	5.02, 7.02
	(b)	N.A.
	(c)(1)	12.04
	(c)(2)	12.04
	(c)(3)	N.A.
	(d)	N.A.
	(e)	12.04
	(f)	N.A.
Section	315(a)	8.01(b)
	(b)	8.02
	(c)	8.01(a)
	(d)	8.01(c)
	(d)(2)	8.01(c)
	(d)(3)	8.01(c)
	(e)	7.14
Section	316(a) (last sentence)	2.10
	(a)(1)	7.12, 7.13
	(a)(2)	N.A.
	(b)	7.08
	(c)	12.05(e)
Section	317(a)	7.03, 7.04(a)
	(b)	2.04
Section	318(a)	12.01
	(b)	N.A.
	(c)	12.01

* This Cross-Reference Table shall not, for any purpose, be deemed a part of this Indenture.

** N.A. means Not Applicable.

THIS INDENTURE, dated as of October 15, 2009, is between Stewart Information Services Corporation, a corporation duly organized under the laws of the State of Delaware (the "Company"), the Guarantors (as defined) and Wells Fargo Bank N.A., a New York banking corporation, as Trustee (the "Trustee").

In consideration of the purchase of the Securities (as defined herein) by the Holders thereof, the parties hereto agree as follows for the benefit of one another and for the equal and ratable benefit of the Holders of the Company's 6.00% Convertible Senior Notes due 2014.

ARTICLE 1

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

"Additional Interest" means all amounts, if any, payable pursuant to Section 7.16 hereof. All references herein to interest accrued or payable as of any date shall include any Additional Interest accrued or payable as of such date.

"Affiliate" means, with respect to any specified Person, 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 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.

"Agent" means any Registrar, Paying Agent or Conversion Agent.

"Applicable Conversion Share Price" means the volume-weighted average price per share of Common Stock displayed on Bloomberg (or any successor service) page STC<EQUITY>VAP in respect of the period from 9:30 a.m. New York City time on the Trading Day following receipt by the Company of a Conversion Notice to 4:00 p.m. New York City time on the fifth (5th) Trading Day following receipt by the Company of such Conversion Notice, or if such price is not available on Bloomberg or any successor service, the volume-weighted average price per share of Common Stock means the average market value per share of Common Stock over the subsequent five (5) Trading Days following receipt by the Company of a Conversion Notice as determined by a nationally recognized independent investment banking firm retained by the Company for the purpose of making this calculation.

"Applicable Procedures" means, with respect to any conversion, transfer or exchange of beneficial ownership interests in a Global Security, the rules and procedures of the Depositary, to the extent applicable to such conversion, transfer or exchange.

"Bankruptcy Law" means Title 11 of the United States Code entitled "Bankruptcy" or any other law relating to bankruptcy, insolvency, winding up, liquidation, reorganization or relief of debtors, whether in effect on the date hereof or hereafter.

"Board of Directors" means the board of directors of the Company or any duly authorized committee of such board or any equivalent body in a limited partnership, limited liability company or other entity serving substantially the same function as a board of directors of a corporation.

"Board Resolution" means, with respect to any Person, a duly adopted resolution (or other similar action) of the Board of Directors of such Person.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which banks or trust companies in The City of New York are authorized or required by law, or executive order to be closed.

“Capital Stock” of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) the equity of such Person, but excluding any debt securities convertible into such equity.

“Cash” or “cash” means such coin or currency of the United States as at any time of payment is legal tender for the payment of public and private debts.

“Certificated Security” means a Security that is in substantially the form attached as Exhibit A but that does not include the legend called for by footnote 1 thereof or the Schedule of Exchanges of Securities thereof.

“close of business” means 5:00 p.m. New York City time.

“Common Equity” of any Person means Capital Stock of the class or classes pursuant to which the holders of such Capital Stock have the general voting power under ordinary circumstances to elect at least a majority of the board of directors, managers or trustees of such Person (irrespective of whether or not at the time Capital Stock of any other class or classes shall have or might have voting power by reason of the happening of any contingency).

“Common Stock” means the common stock of the Company, par value \$1.00 per share, or any successor common stock thereto.

“Company” means the party named as such in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture, and thereafter “Company” shall mean such successor Company.

“Company Request” or “Company Order” means a written request or order signed in the name of the Company by any one of its Chairman of the Board, its Chief Executive Officer, its President, its Chief Operating Officer, its Chief Financial Officer or a Vice President (regardless of Vice Presidential designation), and by any one of its Treasurer, an Assistant Treasurer, any other Vice President (regardless of Vice Presidential designation), its Secretary or an Assistant Secretary, and delivered to the Trustee.

“Continuing Directors” means (i) individuals who on the date of original issuance of the Securities constituted the Company’s Board of Directors (ii) any new directors whose election to the Company’s Board of Directors or whose nomination for election by the Company’s stockholders was approved by at least a majority of the directors then still in office (or a duly constituted committee thereof), either who were directors on the date of original issuance of the Securities or whose election or nomination for election was previously so approved.

“Conversion Price” means, in respect of each Security, as of any date, \$1,000, divided by the Conversion Rate as of such date.

“Conversion Rate” means, initially, 77.6398 shares of Common Stock per \$1,000 principal amount of Securities, subject to adjustment as set forth herein.

“Corporate Trust Office” means the office of the Trustee at which at any particular time its corporate trust business shall be administered, which office at the date hereof is located at 201 Main Street, Suite 301, Fort Worth, Texas 76102, Attention: Corporate Trust, or such other address as the Trustee may designate from time to time by notice to the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Company).

“Default” means any event that is, or after notice or passage of time or both would be, an Event of Default.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

“Ex-Dividend Date” means the first date upon which a sale of a share of Common Stock does not automatically transfer the right to receive the relevant distribution with respect to the share of Common Stock to the buyer of such share of Common Stock.

“Final Maturity Date” means October 15, 2014.

“Fundamental Change” will be deemed to have occurred at the time after the Securities are originally issued if any of the following occurs:

(1) a “person” or “group” within the meaning of Section 13(d) of the Exchange Act, other than the Company, its Subsidiaries, and its and their employee benefit plans, has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s Common Equity representing more than 50% of the voting power of the Company’s Common Equity;

(2) consummation of any share exchange, consolidation or merger of the Company or other transaction or series of transactions pursuant to which the Common Stock will be converted into cash, securities or other property or any sale, lease or other transfer (other than encumbrance) in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and its Subsidiaries, taken as a whole, to any Person other than one of the Company’s Subsidiaries; provided, however, that a transaction where the holders of all classes of the Company’s Common Equity immediately prior to such transaction that is a share exchange, consolidation or merger own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such event shall not be a Fundamental Change;

(3) the first day on which a majority of the members of the Company’s Board of Directors does not consist of Continuing Directors;

(4) the Company’s stockholders approve any plan or proposal for the liquidation or dissolution of the Company; or

(5) the Common Stock (or other common stock into which the Securities are then convertible) ceases to be listed or quoted on a national securities exchange in the United States.

Notwithstanding the foregoing, a Fundamental Change as a result of clause (2) above will not be deemed to have occurred if 90% of the consideration received or to be received by the holders of the Common Stock, excluding cash payments for fractional shares, in connection with the transaction or transactions constituting the Fundamental Change consists of Publicly Traded Securities and as a result of such transaction or transactions the Securities become convertible into such Publicly Traded Securities, excluding cash payments for fractional shares.

“GAAP” means generally accepted accounting principles in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board and the Public Company Accounting Oversight Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time.

“Global Security” means a Security in global form that is in substantially the form attached as Exhibit A and that includes the legend called for in footnote 1 thereof and the Schedule of Exchanges of Securities thereof and which is deposited with the Depository or its custodian and registered in the name of the Depository or its nominee.

“Guarantee” means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

“Guarantors” means:

(1) STC and certain of STC’s wholly-owned domestic subsidiaries set forth on Exhibit C; and

(2) any other Subsidiary of the Company that executes a Note Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of this Indenture.

“Holder” or “Holder of a Security” means the person in whose name a Security is registered on the Registrar’s books.

“Indenture” means this instrument as originally executed (including all exhibits and schedules thereto) and as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including the provisions of the TIA that would be automatically deemed to be part of this Indenture by operation of the TIA assuming this Indenture were qualified under the TIA.

“Interest Payment Date” means April 15 and October 15 of each year, commencing April 15, 2010.

“Last Reported Sale Price” of the Common Stock on any date means the closing sale price per share of Common Stock (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) on that date as reported in composite transactions for the principal U.S. securities exchange on which the Common Stock is traded. If the Common Stock is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the “Last Reported Sale Price” shall be the last quoted bid price for the Common Stock in the over-the-counter market on the relevant date as reported by Pink Sheets LLC or a similar organization. If the Common Stock is not so quoted, the “Last Reported Sale Price” shall be the average of the mid-point of the last bid and ask prices for the Common Stock on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Company for this purpose.

“Make-Whole Fundamental Change” means any transaction or event that constitutes a Fundamental Change (determined after giving effect to any exceptions or exclusions to such definition, but without regard to the proviso in clause (2) of the definition thereof).

“Note Guarantee” means the Guarantee by each Guarantor of the Company’s obligations under this Indenture and the Securities, executed pursuant to the provisions of this Indenture.

“Note Trading Price” means, on any date of determination, the average of the secondary market bid quotations per \$1,000 principal amount of Securities obtained by the Trustee for \$5,000,000 principal amount of Securities at approximately 3:30 p.m., New York City time, on such date of determination from two independent nationally recognized securities dealers selected by the Company; *provided, however*, if the Trustee can not reasonably obtain at least two such bids but is able to reasonably obtain one such bid, then such bid obtained by the Trustee shall be used; *provided, further*, if the Trustee cannot reasonably obtain at least one such bid or, in the reasonable judgment of the Company, such bids are not indicative of the secondary market value of the Securities, then the Note Trading Price per \$1,000 principal amount of Securities shall be deemed to be less than ninety-eight percent (98%) of the product of the Last Reported Sale Price on such date of determination and the Conversion Rate on such date of determination.

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

“Officer’s Certificate” means a certificate signed by an Officer of the Company and delivered to the Trustee; *provided, however*, that for purposes of Section 5.03, “Officer’s Certificate” means a certificate signed by the principal executive officer, principal financial officer, principal operating officer, principal accounting officer or treasurer of the Company.

“open of business” means 9:00 a.m. (New York City time).

“Opinion of Counsel” means a written opinion of counsel, who may be an employee of or counsel for the Company and which opinion shall be in form and substance reasonably satisfactory to the Trustee.

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

“Publicly Traded Securities” means, in respect of a transaction described in clause (2) of the definition of Fundamental Change, shares of common stock traded on the New York Stock Exchange, the NASDAQ Stock Market LLC or the NASDAQ Global Select Market (or any or their respective successors) or which will be so traded when issued or exchanged in connection with a Fundamental Change.

“Registrar” means initially the Trustee.

“Record Date” means, with respect to any dividend, distribution or other transaction or event in which the holders of Common Stock (or other security) have the right to receive any cash, securities or other property or in which the Common Stock (or other applicable security) is exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of stockholders entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

“Regular Record Date” means, with respect to the payment of interest on the Securities, the March 31 (whether or not a Business Day) immediately preceding an Interest Payment Date on April 15 and the September 30 (whether or not a Business Day) immediately preceding an Interest Payment Date on October 15.

“Restricted Global Security” means a Global Security that is a Restricted Security.

“Restricted Security” means a Security required to bear the Restrictive Legend called for in footnote 2 set forth in the form of Security attached as Exhibit A.

“Rule 144” means Rule 144 under the Securities Act or any successor to such Rule.

“Rule 144A” means Rule 144A under the Securities Act or any successor to such Rule.

“Scheduled Trading Day” means a day that is scheduled to be a Trading Day on the principal United States national or regional securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, “Scheduled Trading Day” means a Business Day.

“SEC” means the U.S. Securities and Exchange Commission.

“Securities” means up to \$65,000,000 aggregate principal amount of 6.00% Convertible Senior Notes due 2014, or any \$1,000 principal amount thereof (each a “Security”), as amended or supplemented from time to time, that are issued under this Indenture.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, as in effect from time to time.

“Securities Custodian” means the Trustee, as custodian with respect to the Securities in global form, or any successor thereto.

“Shareholder Approval” means the requisite approval of the shareholders of the Company to allow for the conversion of the Securities into shares of Common Stock without restriction or without the payment by the Company of cash.

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“Significant Subsidiary” means, with respect to any Person, any Subsidiary (or group of Subsidiaries as to which a specified condition applies) that would be a “significant subsidiary” under Rule 1-02(w) of Regulation S-X under the Securities Act.

“Special Record Date” for the payment of any Defaulted Interest means a date fixed by the Trustee pursuant to Section 2.16.

“Stated Maturity” means, with respect to any installment of interest or principal on any Security, the date on which such payment of interest or principal shall become due and payable.

“STC” means the Company’s indirect wholly-owned Subsidiary, Stewart Title Company, a Texas corporation.

“Subsidiary” means, with respect to any specified Person: (1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); or (2) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof).

“TIA” means the Trust Indenture Act of 1939, as amended, and the rules and regulations thereunder as in effect on the date of this Indenture, except to the extent that the Trust Indenture Act or any amendment thereto expressly provides for application of the Trust Indenture Act as in effect on another date.

“Trading Day” means a day on which (i) trading in the Common Stock generally occurs on the New York Stock Exchange or, if the Common Stock is not then listed on the New York Stock Exchange, on the principal other United States national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a United States national or regional securities exchange, in the principal other market on which the Common Stock is then traded, and (ii) a Last Reported Sale Price for the Common Stock is available on such securities exchange or market. If the Common Stock (or other security for which a closing sale price must be determined) is not so listed or traded, “Trading Day” means a Business Day.

“Trustee” means the party named as such in the first paragraph of this Indenture until a successor replaces it in accordance with the provisions of this Indenture, and thereafter means the successor.

“Trust Officer” means, with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person’s knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

“U.S.” means the United States of America.

“Vice President” when used with respect to the Company or the Trustee, means any vice president, whether or not designated by a number or a word or words added before or after the title “vice president.”

Section 1.02 Other Definitions.

Term	Defined in Section
“Act”	12.05(a)
“Additional Shares”	4.06(a)
“Agent Members”	2.01(b)

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Term	Defined in Section
“Clause A Distribution”	4.04(c)
“Clause B Distribution”	4.04(c)
“Clause C Distribution”	4.04(c)
“Company Notice”	3.07(a)
“Conversion Agent”	2.03(a)
“Conversion Date”	4.02(b)
“Conversion Notice”	4.02(b)
“DTC”	2.01(a)
“Defaulted Interest”	2.16
“Depository”	2.01(a)
“Automatic Exchange”	2.18
“Automatic Exchange Notice”	2.18
“Effective Date”	4.06(c)
“Event of Default”	7.01(a)
“Fundamental Change Company Notice”	3.01(b)
“Fundamental Change Purchase Date”	3.01(b)
“Fundamental Change Purchase Notice”	3.01(e)
“Fundamental Change Purchase Price”	3.01(a)
“in connection with”	4.06
“Initial Maximum Conversion Rate”	4.03(a)
“Notice of Default”	7.01(b)
“Outstanding”	2.09(a)
“Paying Agent”	2.03(a)
“Primary Registrar”	2.03(a)
“QIB”	2.01(a)
“Reference Property”	4.07(a)
“Registrar”	2.03(a)
“Resale Restriction Termination Date”	2.13(d)
“Restricted Common Stock”	2.18
“Restrictive Legend”	2.13(a)
“Restricted Transfer Default”	7.16(a)
“Restricted Transfer Triggering Date”	7.16(a)
“Special Interest”	7.02(c)
“Special Payment Date”	2.16(a)
“Spin-Off”	4.04(c)
“Stock Price”	4.06(c)
“Trigger Event”	4.04(c)
“Unrestricted Common Stock”	2.18
“Unrestricted Global Security”	2.18
“Valuation Period”	4.04(c)

Section 1.03 Trust Indenture Act Provisions.

Whenever this Indenture refers to a provision of the TIA, that provision is incorporated by reference in and made a part of this Indenture. The following TIA term used in this Indenture has the following meaning:

“obligor” on the indenture securities means the Company or any other obligor on the Securities.

All other terms used in this Indenture that are defined in the TIA, defined by TIA reference to another statute or defined by any SEC rule and not otherwise defined herein have the meanings assigned to them therein.

Section 1.04 Rules Of Construction.

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

- (1) a term has the meaning assigned to it;

- (2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;
- (3) words in the singular include the plural, and words in the plural include the singular;
- (4) the term “merger” includes a statutory share exchange and the term “merged” has a correlative meaning;
- (5) the masculine gender includes the feminine and the neuter;
- (6) the terms “include”, “including”, and similar terms should be construed as if followed by the phrase “without limitation”;
- (7) references to agreements and other instruments include subsequent amendments thereto; and
- (8) all “Article”, “Exhibit” and “Section” references are to Articles, Exhibits and Sections, respectively, of or to this Indenture unless otherwise specified herein, and the terms “hereunder,” “herein,” “hereof” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE 2 THE SECURITIES

Section 2.01 Form and Dating.

The Securities and the Trustee’s certificate of authentication shall be substantially in the respective forms set forth in Exhibit A, which Exhibit is incorporated in and made part of this Indenture. The Securities may include such letters, numbers or other marks of identification and such notations, legends, endorsements or changes as the Officer executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Indenture, or as may be required by the Trustee, the Depository, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any national securities exchange or automated quotation system on which the Securities may be listed or quoted, or to conform to usage, or to indicate any special limitations or restrictions to which any particular Securities are subject. Each Security shall be dated the date of its authentication.

(a) Restricted Global Securities. All of the Securities are initially being offered and sold to qualified institutional buyers as defined in Rule 144A (collectively, “QIBs” or individually, each a “QIB”) in reliance on Rule 144A under the Securities Act and shall be issued initially in the form of one or more Restricted Global Securities, which shall be deposited on behalf of the purchasers of the securities represented thereby with the Trustee, at its Corporate Trust Office, as custodian for the depository, The Depository Trust Company (“DTC”, and such depository, or any successor thereto, being hereinafter referred to as the “Depository”), and registered in the name of its nominee, Cede & Co. (or any successor thereto), for the accounts of participants in the Depository, duly executed by the Company and authenticated by the Trustee as hereinafter provided. The aggregate principal amount of the Restricted Global Securities may from time to time be increased or decreased by adjustments made on the records of the Securities Custodian as hereinafter provided, subject in each case to compliance with the Applicable Procedures.

(b) Global Securities In General. The Global Security shall represent such of the outstanding Securities as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Securities from time to time endorsed thereon and that the aggregate principal amount of outstanding Securities represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, purchases or conversions of such Securities.

Members of, or participants in, the Depository (“Agent Members”) shall have no rights under this Indenture with respect to any Global Security held on their behalf by the Depository or under the Global Security, and the Depository (including, for this purpose, its nominee) may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Security for all purposes whatsoever.

Notwithstanding the foregoing, nothing herein shall (1) prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or (2) impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Security.

(c) Book Entry Provisions. The Company shall execute and the Trustee shall, in accordance with this Section 2.01(c), authenticate and deliver initially one or more Global Securities that (1) shall be registered in the name of the Depository or its nominee, (2) shall be delivered by the Trustee to the Depository or pursuant to the Depository’s instructions and (3) shall bear legends substantially to the following effect:

“UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A 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.”

Section 2.02 Execution and Authentication.

(a) The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is limited to \$65,000,000 aggregate principal amount, except as provided in Sections 2.07 and 2.08.

(b) The Securities shall be executed on behalf of the Company by one of its Officers. The signatures of any of the Officers on the Securities may be manual or facsimile.

(c) 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 Securities or did not hold such offices on the date on which such Securities were authenticated.

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

(e) The Trustee shall authenticate and make available for delivery Securities for original issue in the aggregate principal amount of up to \$65,000,000 upon receipt of a Company Order. The Company Order shall specify the amount of Securities to be authenticated, shall provide that all such Securities will be represented by a Global Security and shall state the date on which each original issue of Securities is to be authenticated.

(f) The Trustee shall act as the initial authenticating agent. Thereafter, the Trustee may appoint an authenticating agent acceptable to the Company to authenticate Securities. An authenticating agent may authenticate Securities whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent shall have the same rights as an Agent to deal with the Company or an Affiliate of the Company.

(g) The Securities shall be issuable only in registered form without coupons and only in denominations of \$1,000 principal amount and multiples of \$1,000.

Section 2.03 Registrar, Paying Agent and Conversion Agent.

(a) The Company shall maintain one or more offices or agencies where Securities may be presented for registration of transfer or for exchange (each, a “Registrar”), one or more offices or agencies where Securities may be presented or surrendered for payment (each, a “Paying Agent”), one or more offices or agencies where Securities may be presented for conversion (each, a “Conversion Agent”) and one or more offices or agencies where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. The Company will at all times maintain a Paying Agent, Conversion Agent, Registrar and an office or agency where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served in the Borough of Manhattan, The City of New York. One of the Registrars (the “Primary Registrar”) shall keep a register of the Securities and of their transfer and exchange. At the option of the Company, any payment of cash may be made by check mailed to the Holders at their addresses set forth in the register of Holders.

(b) The Company shall enter into an appropriate agency agreement with any Agent not a party to this Indenture, *provided* that the Agent may be an Affiliate of the Trustee. The agreement shall implement the provisions of this Indenture that relate to such Agent. The Company shall notify the Trustee of the name and address, and any change in the name or address, of any Agent not a party to this Indenture. If the Company fails to maintain a Registrar, Paying Agent, Conversion Agent, or agent for service of notices and demands in any place required by this Indenture, or fails to give the foregoing notice, the Trustee shall act as such. The Company or any Affiliate of the Company may act as Paying Agent (except for the purposes of Article 9).

(c) The Company hereby initially designates Wells Fargo Bank N.A. as Paying Agent, Registrar, Primary Registrar, Securities Custodian and Conversion Agent, and designates the Corporate Trust Office of the Trustee as the office or agency of the Company for each of the aforesaid purposes and as the office or agency where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served.

Section 2.04 Paying Agent To Hold Money In Trust.

Unless otherwise specified herein, prior to 10:00 a.m., New York City time, on each due date of the payment of principal of, or interest (including Additional Interest and Special Interest), if any, on any Securities, the Company shall deposit a sum sufficient to pay such principal or interest (including Additional Interest and Special Interest), if any, so becoming due. A Paying Agent shall hold in trust for the benefit of Holders of Securities or the Trustee all money held by the Paying Agent for the payment of principal of, or interest (including Additional Interest and Special Interest), if any, on, the Securities, and shall notify the Trustee of any failure by the Company (or any other obligor on the Securities) to make any such payment. If the Company or an Affiliate of the Company acts as Paying Agent, it shall, before 10:00 a.m., New York City time, on each due date of the principal of, or interest (including Additional Interest and Special Interest), if any, on, any Securities, segregate the money and hold it as a separate trust fund for the benefit of Holders. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee, and the Trustee may at any time during the continuance of any Default, upon written request to a Paying Agent, require such Paying Agent to pay forthwith to the Trustee all sums so held in trust by such Paying Agent. Upon doing so, the Paying Agent (other than the Company) shall have no further liability for the money so paid to the Trustee.

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 or interest (including Additional Interest and Special Interest), if any, on any Security and remaining unclaimed for two years after such principal or interest (including Additional Interest and Special Interest), if any, has become due and payable shall promptly be paid to the Company or (if then held by the Company) shall be discharged from such trust; and the Holder of such 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; *provided, however*, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in a newspaper published in the English language, customarily published on each Business Day and of general circulation in The City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will promptly be repaid to the Company.

Section 2.05 Conversion Agent To Hold Money In Trust.

The Company shall require each Conversion Agent (that is not the Trustee) to agree in writing that the Conversion Agent will hold in trust for the benefit of Holders or the Trustee all cash and shares of Common Stock delivered by the Company to the Conversion Agent for the delivery of amounts due upon conversion, and will notify the Trustee of any default by the Company in making any such delivery.

While any such default continues, the Trustee may require a Conversion Agent to deliver all cash and shares of Common Stock delivered by the Company to it to the Trustee. Upon payment over to the Trustee, the Conversion Agent (if other than the Company or a Subsidiary) shall have no further liability in respect of such amounts. If the Company or a Subsidiary acts as Conversion Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all cash and shares of Common Stock held by it as Conversion Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Conversion Agent for the Securities.

Section 2.06 Lists of Holders of Securities.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders of Securities. The Company shall furnish or cause the Registrar to furnish to the Trustee (a) semiannually, not more than 10 days after each Regular Record Date, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders as of such Regular Record Date; and (b) 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 to that in subsection (a) hereof as of a date not more than 15 days prior to the time such list is furnished; *provided, however*, that if and so long as the Trustee shall be the Primary Registrar, no such list need be furnished.

Section 2.07 Transfer and Exchange.

(a) Subject to compliance with any applicable additional requirements contained in Section 2.13, when a Security is presented to a Registrar with a request to register a transfer thereof or to exchange such Security for an equal principal amount of Securities of other authorized denominations, the Registrar shall register the transfer or make the exchange as requested if its requirements for such transactions are met; *provided, however*, that every Security presented or surrendered for registration of transfer or exchange shall be duly endorsed or accompanied by an assignment form and, if applicable, a transfer certificate each substantially in the form included in Exhibit A, and completed in a manner satisfactory to the Registrar and duly executed by the Holder thereof or its attorney duly authorized in writing. To permit registration of transfers and exchanges, upon surrender of any Security for registration of transfer or exchange at an office or agency maintained pursuant to Section 2.03(a), the Company shall execute and the Trustee shall authenticate Securities of a like aggregate principal amount at the Registrar's request. Any exchange or transfer shall be without charge, except that the Company or the Registrar may require payment of a sum sufficient to cover any transfer tax or similar governmental charge that may be imposed in relation thereto; provided that this sentence shall not apply to any exchange pursuant to Section 2.11, 2.13(a), 4.02(d) or 10.06.

(b) Neither the Company, any Registrar nor the Trustee shall be required to register the transfer of or exchange any Securities or portions thereof in respect of which a Fundamental Change Purchase Notice has been delivered and not withdrawn by the Holder thereof (except, in the case of the purchase of a Security in part, the portion thereof not to be purchased).

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

(d) Any Registrar appointed pursuant to Section 2.03 shall provide to the Trustee such information as the Trustee may reasonably require in connection with the delivery by such Registrar of Securities upon transfer or exchange of Securities.

(e) Each Holder of a Security agrees to indemnify the Company and the Trustee against any liability that may result from the registration of transfer, exchange or assignment of such Holder's Security in violation of any provision of this Indenture and/or applicable United States federal or state securities law.

(f) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Agent Members or other beneficial owners of interests in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Section 2.08 Replacement Securities.

(a) If (1) any mutilated Security is surrendered to the Trustee, or (2) the Company and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Security, and there is delivered to the Company and the Trustee, such security or indemnity, in each case, as may be required by them to save each of them harmless from any loss, expense, claim or liability, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a protected purchaser, the Company shall execute and upon a Company Request the Trustee shall authenticate and deliver, in exchange for any such mutilated Security or in lieu of any such destroyed, lost or stolen Security, a replacement Security of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(b) If any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, or is about to be purchased by the Company pursuant to Article 3, or converted pursuant to Article 4, the Company in its discretion may, instead of issuing a new Security, pay, purchase or convert such Security, as the case may be.

(c) Upon the issuance of any new Securities under this Section 2.08, 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 counsel and the Trustee) in connection therewith.

(d) Every new Security issued pursuant to this Section 2.08 in lieu of any mutilated, destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Company, whether or not the mutilated, destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Securities duly issued hereunder.

(e) The provisions of this Section 2.08 are (to the extent lawful) 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 Securities.

Section 2.09 Outstanding Securities.

(a) Securities outstanding (“Outstanding”) at any time are all Securities authenticated by the Trustee, except for those canceled by it, those purchased pursuant to Article 3, those converted pursuant to Article 4, those delivered to the Trustee for cancellation or surrendered for transfer or exchange and those described in this Section 2.09 as not Outstanding.

(b) If a Security is replaced pursuant to Section 2.08, such replaced Security ceases to be Outstanding unless the Company receives proof satisfactory to it that the replaced Security is held by a protected purchaser.

(c) If a Paying Agent holds in respect of the Outstanding Securities on a Fundamental Change Purchase Date or the Final Maturity Date, as the case may be, money sufficient to pay the principal of and accrued interest (including Additional Interest and Special Interest), if any, on Securities (or portions thereof) payable on that date, then on and after such Fundamental Change Purchase Date or the Final Maturity Date, such Securities (or portions thereof, as the case may be) shall cease to be Outstanding, interest (including Additional Interest and Special Interest), if any, on such Securities shall cease to accrue and all other rights of the Holder will terminate unless otherwise specified in this Indenture.

(d) Subject to the restrictions contained in Section 2.10, a Security does not cease to be Outstanding because the Company or an Affiliate of the Company holds the Security.

Section 2.10 Treasury Securities.

In determining whether the Holders of the required principal amount of Securities have concurred in any request, demand, authorization, notice, direction, waiver or consent, Securities owned by the Company or any other obligor on the Securities or by any Affiliate of the Company or of such other obligor shall be disregarded, except that, for purposes of determining whether the Trustee shall be protected in relying on any such request, demand, authorization, notice, direction, waiver or consent, only Securities which a Trust Officer of the Trustee actually knows are so owned shall be so disregarded.

Section 2.11 Temporary Securities.

Until definitive Securities are ready for delivery, the Company may prepare and execute, and, upon receipt of a Company Order, the Trustee shall authenticate and deliver, temporary Securities. Temporary Securities shall be substantially in the form of definitive Securities but may have variations that the Company with the consent of the Trustee considers appropriate for temporary Securities. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate and deliver definitive Securities in exchange for temporary Securities representing an equal principal amount of Securities. The temporary Securities will be exchanged for definitive Securities in accordance with Sections 2.07 and 2.13 hereof. Until so exchanged, temporary Securities shall have the same rights under this Indenture as the definitive Securities.

Section 2.12 Cancellation.

The Company at any time may deliver Securities to the Trustee for cancellation. The Registrar, the Paying Agent and the Conversion Agent shall forward to the Trustee any Securities surrendered to them for transfer, exchange, purchase, payment or conversion. The Trustee and no one else shall cancel, in accordance with its standard procedures, all Securities surrendered for transfer, exchange, purchase, payment, conversion or cancellation and shall dispose of the cancelled Securities in accordance with its customary procedures or deliver the canceled Securities to the Company upon request. All Securities which are purchased or otherwise acquired by the Company or any of its Subsidiaries prior to the Final Maturity Date pursuant to Article 3 shall be delivered to the Trustee for cancellation, and the Company may not hold or resell such Securities or issue any new Securities to replace any such Securities or any Securities that any Holder has converted pursuant to Article 4. The Trustee shall maintain a record of all canceled Securities. The Trustee shall provide the Company a list of all Securities that have been canceled from time to time as requested by the Company in writing.

Section 2.13 Restrictive Legend; Additional Transfer and Exchange Requirements.

(a) If Securities are issued upon the transfer, exchange or replacement of Securities subject to restrictions on transfer and bearing the Restrictive Legend called for in footnote 2 set forth on the form of Securities attached as Exhibit A (collectively, the “Restrictive Legend”), or if a request is made to remove the Restrictive Legend on a Security, the Securities so issued shall bear the Restrictive Legend, or the Restrictive Legend shall not be removed, as the case may be, unless there is delivered to the Company and the Registrar such satisfactory evidence, which shall include an Opinion of Counsel if requested by the Company or such Registrar, as may be reasonably required by the Company and the Registrar, that neither the Restrictive Legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of Rule 144A or Rule 144 under the Securities Act or that such Securities are not “restricted” within the meaning of Rule 144 under the Securities Act; provided that no such evidence need be supplied in connection with the sale of such Security pursuant to a registration statement that is effective under the Securities Act at the time of such sale. Upon (1) provision of such satisfactory evidence if requested or (2) notification by the Company to the Trustee and Registrar of the sale of such Security pursuant to a registration statement that is effective under the Securities Act at the time of such sale, the Trustee, at the written direction of the Company, shall authenticate and deliver a Security that does not bear the Restrictive Legend. If the Restrictive Legend is removed from the face of a Security and the Security is subsequently held by an affiliate of the Company within the meaning of Rule 144 under the Securities Act, the Restrictive Legend shall be reinstated.

(b) A Global Security may not be transferred, in whole or in part, to any Person other than the Depository or a nominee or any successor thereof, and no such transfer to any such other Person may be registered; *provided* that the foregoing shall not prohibit any transfer of a Security that is issued in exchange for a Global Security but is not itself a Global Security. No transfer of a Security to any Person shall be effective under this Indenture or the Securities unless and until such Security has been registered in the name of such Person. Notwithstanding any other provisions of this Indenture or the Securities, transfers of a Global Security, in whole or in part, shall be made only in accordance with this Section 2.13.

(c) Subject to Section 2.13(b) and in compliance with Section 2.13(d), every Security shall be subject to the restrictions on transfer provided in the Restrictive Legend. Whenever any Restricted Security other than a Restricted Global Security is presented or surrendered for registration of transfer or in exchange for a Security registered in a name other than that of the Holder, such Security must be accompanied by a certificate in substantially the form set forth in Exhibit A, dated the date of such surrender and signed by the Holder of such Security, as to compliance with such restrictions on transfer. The Registrar shall not be required to accept for such registration of transfer or exchange any Security not so accompanied by a properly completed certificate.

(d) The restrictions imposed by the Restrictive Legend upon the transferability of any Security shall cease and terminate when such Security has been sold pursuant to an effective registration statement under the Securities Act or transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto) or, if earlier, upon the date that is (x) one year after the last date on which any of the Securities are originally issued or such shorter period of time as permitted by Rule 144 under the Securities Act (or any successor provision thereunder) and (y) such later date, if any, as may be required by applicable law (the “Resale Restriction Termination Date”). Any Security as to which such restrictions on transfer shall have expired in accordance with their terms or shall have terminated may, upon a surrender of such Security for exchange to the Registrar in accordance with the provisions of this Section 2.13 (accompanied, in the event that such restrictions on transfer have terminated by reason of a transfer in compliance with Rule 144 or any successor provision, by, if requested by the Company or the Registrar, an Opinion of Counsel reasonably acceptable to the Company and the Registrar and addressed to the Company and the Registrar, to the effect that the transfer of such Security has been made in compliance with Rule 144 or such successor provision), be exchanged for a new Security, of like tenor and aggregate principal amount, which shall not bear the Restrictive Legend. The Company shall inform the Trustee of the effective date of any registration statement registering the offer and sale of the Securities under the Securities Act. The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the aforementioned Opinion of Counsel.

As used in Sections 2.13(c) and (d), the term “transfer” encompasses any sale, pledge, transfer, hypothecation or other disposition of any Security.

(e) The provisions below shall apply only to Global Securities or any Securities issued in exchange for a Global Security:

(1) Each Global Security authenticated under this Indenture shall be registered in the name of the Depositary or a nominee thereof and delivered to such Depositary or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Security for purposes of this Indenture.

(2) Notwithstanding any other provisions of this Indenture or the Securities, a Global Security shall not be exchanged in whole or in part for a Security registered, and no transfer of a Global Security in whole or in part shall be registered in the name of any Person other than the Depositary or one or more nominees thereof; *provided* that a Global Security may be exchanged for Securities registered in the names of any person designated by the Depositary in the event that (A) the Depositary has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security or such Depositary has ceased to be a "clearing agency" registered under the Exchange Act, and in either case a successor Depositary is not appointed by the Company within 60 days after receiving such notice or becoming aware that the Depositary has ceased to be a "clearing agency" or (B) an Event of Default has occurred and is continuing with respect to the Securities. Any Global Security exchanged pursuant to the preceding sentence shall be so exchanged as directed by the Depositary. Any Security issued in exchange for a Global Security or any portion thereof shall be a Global Security; *provided, however*, that any such Security so issued that is registered in the name of a Person other than the Depositary or a nominee thereof shall not be a Global Security.

(3) Securities issued in exchange for a Global Security or any portion thereof that are not issued as a Global Security shall be issued in definitive, fully registered form, without interest coupons, shall have a principal amount equal to that of such Global Security or portion thereof to be so exchanged, shall be registered in such names and be in such authorized denominations as the Depositary shall designate and shall bear the applicable legends provided for herein. Any Global Security to be exchanged in whole shall be surrendered by the Depositary to the Trustee or the Registrar. With regard to any Global Security to be exchanged in part, either such Global Security shall be so surrendered for exchange or, if the Trustee is acting as custodian for the Depositary or its nominee with respect to such Global Security, the principal amount thereof shall be reduced, by an amount equal to the portion thereof to be so exchanged, by means of an appropriate adjustment made on the records of the Trustee. Upon any such surrender or adjustment, the Trustee shall authenticate and deliver the Security issuable on such exchange to or upon the order of the Depositary or an authorized representative thereof.

(4) Subject to clause (6) of this Section 2.13(e), the registered Holder may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under this Indenture or the Securities.

(5) In the event of the occurrence of any of the events specified in clause (2) of this Section 2.13(e), the Company will promptly make available to the Trustee a reasonable supply of Certificated Securities in definitive, fully registered form, without interest coupons.

(6) Neither Agent Members nor any other Persons on whose behalf Agent Members may act shall have any rights under this Indenture with respect to any Global Security registered in the name of the Depositary or any nominee thereof, or under any such Global Security, and the Depositary or such nominee, as the case may be, may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner and Holder of such Global Security for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall (i) prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or such nominee, as the case may be, or (ii) impair, as between the Depositary, its Agent Members and any other Person on whose behalf an Agent Member may act, the operation of customary practices of such Persons governing the exercise of the rights of a Holder of any Security.

(7) At such time as all interests in a Global Security have been converted, cancelled or exchanged for Securities in certificated form, such Global Security shall, upon receipt thereof, be cancelled



by the Trustee in accordance with standing procedures and instructions existing between the Depository and the Securities Custodian, subject to Section 2.12 of this Indenture. At any time prior to such cancellation, if any interest in a Global Security is converted, canceled or exchanged for Securities in certificated form, the principal amount of such Global Security shall, in accordance with the standing procedures and instructions existing between the Depository and the Securities Custodian, be appropriately reduced, and an endorsement shall be made on such Global Security, by the Trustee or the Securities Custodian, at the direction of the Trustee, to reflect such reduction.

(f) Until Resale Restriction Termination Date, any stock certificate representing Common Stock issued upon conversion of any Security shall bear a legend in substantially the following form, unless such Common Stock has been sold pursuant to an effective registration statement under the Securities Act or transferred in compliance with Rule 144 under the Securities Act (or any successor provision thereto), or such Common Stock has been issued upon conversion of Securities that have been transferred pursuant to a registration statement that has been declared effective under the Securities Act or pursuant to Rule 144 under the Securities Act (or any successor provision thereto), or unless otherwise agreed by the Company in writing with written notice thereof to the transfer agent:

THIS SECURITY IS ONE OF A DULY AUTHORIZED ISSUE OF SECURITIES OF STEWART INFORMATION SERVICES CORPORATION (THE "COMPANY") DESIGNATED AS "6.00% CONVERTIBLE SENIOR NOTES DUE 2014" (THE "SECURITIES"). THIS SECURITY AND THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

- (1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND
- (2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN, OR ANY COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY, PRIOR TO THE DATE THAT IS (X) ONE YEAR AFTER THE LAST DATE ON WHICH ANY OF THE SECURITIES ARE ORIGINALLY ISSUED OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:
 - (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR
 - (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
 - (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT (IF AVAILABLE), OR
 - (D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Any such Common Stock as to which such restrictions on transfer shall have expired in accordance with their terms or as to which the conditions for removal of the foregoing restrictive legend set forth therein have been satisfied may, upon surrender of the certificates representing such shares of Common Stock for exchange in accordance with the procedures of the transfer agent for the Common Stock, be exchanged for a new certificate or certificates for a like number of shares of Common Stock, which shall not bear the restrictive legend required by this Section 2.13(f).

Section 2.14 CUSIP Numbers.

The Company in issuing the Securities may use one or more "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in a Fundamental Change Purchase Notice as a convenience to Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any Fundamental Change Purchase Notice and that reliance may be placed only on the other identification numbers printed on the Securities, and any such purchase shall not be affected by any defect in or omission of such numbers. The Company will notify the Trustee in writing of any change in the "CUSIP" numbers.

Section 2.15 Calculations.

Except as otherwise specifically stated herein or in the Securities, all calculations to be made in respect of the Securities shall be the obligation of the Company. All calculations made by the Company or its agent as contemplated pursuant to the terms hereof and of the Securities shall be made in good faith and be final and binding on the Holders absent manifest error. The Company shall provide a schedule of calculations to the Trustee upon the Trustee's request, and the Trustee shall be entitled to conclusively rely upon the accuracy of the calculations by the Company without independent verification. The Trustee shall forward calculations made by the Company to any Holder of Securities upon request.

Section 2.16 Payment of Interest; Interest Rights Preserved.

Interest (including Additional Interest and Special Interest), if any, on any Security which is payable, and is punctually paid or duly provided for, on the Stated Maturity of such interest (including Additional Interest and Special Interest), if any, shall be paid to the Person in whose name the Security is registered at the close of business on the Regular Record Date for such interest payment.

Any interest (including Additional Interest and Special Interest), if any, on any Security which is payable, but is not punctually paid or duly provided for, on the Stated Maturity of such interest (including Additional Interest and Special Interest), if any, and interest on such defaulted interest at the then applicable interest rate borne by the Securities, to the extent lawful (such defaulted interest and interest thereon herein collectively called "Defaulted Interest"), shall forthwith cease to be payable to the Holder on the Regular Record Date; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in Subsection (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the 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 Security and the date (not less than 25 days after such notice) of the proposed payment (the "Special Payment Date"), and on the date of payment 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 Special Payment Date, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this subsection provided. Upon receipt of such notice, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the Special Payment Date and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company in writing of such Special Record Date. Unless the Company issues a press release to the same effect, 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 at its address as it appears in the Security Register, not less than 10 days prior to such Special Record Date or notify in such other manner as the Trustee determines, including in accordance with any Applicable Procedures. Notice of the proposed payment of such Defaulted Interest and the Special Record Date and Special Payment Date therefor having been so mailed or otherwise conveyed, such Defaulted Interest shall be paid to the Persons in whose names the Securities are registered on such Special Record Date and shall no longer be payable pursuant to the following paragraph (b).

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

(c) Subject to the foregoing provisions of this Section 2.16, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest (including Additional Interest and Special Interest), if any, accrued and unpaid, and to accrue, which were carried by such other Security.

Section 2.17 Computation of Interest.

Interest (including Additional Interest and Special Interest) on the Securities shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Section 2.18 Automatic Exchange from Restricted Global Security to Unrestricted Global Security.

Beneficial interests in a Restricted Global Security or Common Stock issued upon conversion of Restricted Securities (“Restricted Common Stock”) shall be automatically exchanged into beneficial interests in an unrestricted Global Security or stock certificate representing unrestricted Common Stock, as applicable, that is no longer subject to the restrictions set out in the Restrictive Legend (the “Unrestricted Global Security” or “Unrestricted Common Stock”, as applicable), without any action required by or on behalf of the Holders (the “Automatic Exchange”). In order to effect such exchange, the Company shall at least 15 days but not more than 30 days prior to the Resale Restriction Termination Date, deliver a notice of Automatic Exchange (an “Automatic Exchange Notice”) to each Holder at such Holder’s address appearing in the Security Register or register maintained at the registrar for Common Stock, as applicable, with a copy to the Trustee or transfer agent for Common Stock, as applicable. The Automatic Exchange Notice shall identify the Securities or Common Stock, as applicable, subject to the Automatic Exchange and shall state: (1) the date of the Automatic Exchange; (2) the section of this Indenture pursuant to which the Automatic Exchange shall occur; (3) the “CUSIP” number of the Restricted Global Security or Restricted Common Stock, as applicable, from which such Holders’ beneficial interests shall be transferred and (4) the “CUSIP” number of the Unrestricted Global Security or Unrestricted Common Stock, as applicable, into which such holders’ beneficial interests shall be transferred. At the Company’s request on no less than 5 days’ prior notice, the Trustee shall deliver, or, with respect to Common Stock, the Company shall cause the transfer agent to deliver, in the Company’s name and at its expense, the Automatic Exchange Notice to each holder at such holder’s address appearing in the Security Register or register maintained at the registrar for Common Stock, as applicable; *provided, however*, that the Company shall have delivered to the Trustee or transfer agent, as applicable, a Company Order and an Officer’s Certificate requesting that the Trustee or transfer agent, as applicable, give the Automatic Exchange Notice (in the name and at the expense of the Company) and setting forth the information to be stated in the Automatic Exchange Notice as provided in the preceding sentence. As a condition to any such exchange pursuant to this Section 2.18, the Trustee or transfer agent, as applicable, shall be entitled to receive from the Company, and rely

conclusively without any liability, upon an Officer's Certificate and an Opinion of Counsel to the Company, in form and in substance reasonably satisfactory to the Trustee or transfer agent, as applicable, to the effect that such transfer of beneficial interests to the Unrestricted Global Security or Unrestricted Common Stock, as applicable, shall be effected in compliance with the Securities Act. Upon such exchange of beneficial interests pursuant to this Section 2.18, (i) with respect to the Securities, the Security Registrar shall reflect on its books and records the date of such transfer and a decrease and increase, respectively, in the principal amount of the applicable Restricted Global Security(s) and the Unrestricted Global Security, respectively, equal to the principal amount of beneficial interests transferred or (ii) with respect to Common Stock, the registrar for Common Stock shall reflect on its books and records the date of such transfer and a decrease and increase, respectively, in the number of shares of the applicable Restricted Common Stock and the Unrestricted Common Stock, respectively, equal to the beneficial interests transferred. If an Unrestricted Global Security is not then outstanding at the time of the Automatic Exchange, the Company shall execute and the Trustee shall authenticate and deliver an Unrestricted Global Security to the Depository. Following any such transfer pursuant to this Section 2.18, the relevant Restricted Global Security or Restricted Common Stock, as applicable, shall be cancelled.

ARTICLE 3 REPURCHASE

Section 3.01 Repurchase of Securities at Option of the Holder upon a Fundamental Change.

(a) In the event a Fundamental Change shall occur at any time when any Securities remain outstanding, each Holder shall have the right, at such Holder's option, to require the Company to purchase for cash any or all of such Holders' Securities, or any portion of the principal amount thereof, that is equal to \$1,000 or an integral multiple thereof on a date specified by the Company (the "Fundamental Change Purchase Date") that is no earlier than the 20th calendar day following the date of, and no later than the 35th calendar day following the date of, delivery of the Fundamental Change Company Notice (as defined below) at a purchase price in cash equal to 100% of the principal amount of the Securities tendered for purchase, plus accrued and unpaid interest (including Additional Interest and Special Interest), if any, on those Securities to, but excluding, the Fundamental Change Purchase Date (the "Fundamental Change Purchase Price"), subject to satisfaction by or on behalf of any Holder of the requirements set forth in Section 3.01(c); *provided* that if the Fundamental Change Purchase Date is on a date that is after a Regular Record Date and on or prior to the corresponding Interest Payment Date, the Fundamental Change Purchase Price shall be 100% of the principal amount of the Securities repurchased but shall not include accrued and unpaid interest (including Additional Interest and Special Interest), if any. Instead, the Company shall pay such accrued and unpaid interest (including Additional Interest and Special Interest), if any, on the Interest Payment Date, to the Holder of record at the close of business on the corresponding Regular Record Date.

(b) On or before the 20th calendar day after the occurrence of a Fundamental Change, the Company shall mail a written notice of the occurrence of the Fundamental Change and of the resulting purchase right to the Trustee, Paying Agent and to each Holder of record of Securities (a "Fundamental Change Company Notice"). The Fundamental Change Company Notice shall include the form of a Fundamental Change Purchase Notice (defined below) to be completed by the Holder and shall state:

- (1) the events causing such Fundamental Change;
- (2) the date of such Fundamental Change;
- (3) the last date by which the Fundamental Change Purchase Notice must be delivered to elect the purchase option pursuant to this Section 3.01;
- (4) the Fundamental Change Purchase Date;
- (5) the Fundamental Change Purchase Price;
- (6) the Holder's right to require the Company to purchase the Securities;

- (7) the name and address of each Paying Agent and Conversion Agent;
- (8) the then effective Conversion Rate and any adjustments to the Conversion Rate resulting from such Fundamental Change;
- (9) the procedures that the Holder must follow to exercise rights under Article 4 of this Indenture and that the Securities as to which a Fundamental Change Purchase Notice has been given may be converted into Common Stock pursuant to Article 4 of this Indenture only to the extent that the Fundamental Change Purchase Notice has been withdrawn in accordance with the terms of this Indenture;
- (10) the procedures that the Holder must follow to exercise rights under this Section 3.01;
- (11) the procedures for withdrawing a Fundamental Change Purchase Notice;
- (12) that, unless the Company fails to pay such Fundamental Change Purchase Price, Securities covered by any Fundamental Change Purchase Notice will cease to be outstanding and interest, (including Additional Interest and Special Interest), if any, will cease to accrue on and after the Fundamental Change Purchase Date; and
- (13) the CUSIP number of the Securities.

At the Company's written request, the Trustee shall give such Fundamental Change Company Notice in the Company's name and at the Company's expense; *provided* that, in all cases, the text of such Fundamental Change Company Notice shall be prepared by the Company. In connection with the delivery of the Fundamental Change Notice to the Holders, the Company shall publish a notice containing substantially the same information that is required in the Fundamental Change Company Notice in a newspaper of general circulation in the City of New York or publish information on a website of the Company or through such other public medium the Company may use at that time. If any of the Securities is in the form of a Global Security, then the Company shall modify such notice to the extent necessary to accord with the Applicable Procedures relating to the purchase of Global Securities. No failure of the Company to give the Fundamental Change Company Notice and no defect therein shall limit the purchase rights of the Holders of Securities or affect the validity of the proceedings for the purchase of the Securities pursuant to this Section 3.01.

(c) A Holder may exercise its rights specified in Section 3.01(a) upon delivery of a written notice (which shall be in substantially the form set forth in the form of Security attached as Exhibit A under the heading "Fundamental Change Purchase Notice" and which may be delivered by letter, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Depository's Applicable Procedures) of the exercise of such rights (a "Fundamental Change Purchase Notice") to the Paying Agent at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Purchase Date, subject to extension to comply with applicable law.

(1) The Fundamental Change Purchase Notice shall state: (A) if Certificated Securities are to be purchased, the certificate numbers of the Securities which the Holder will deliver to be purchased (or, if the Security is held in global form, any other items required to comply with the Applicable Procedures), (B) the portion of the principal amount of the Securities which the Holder will deliver to be purchased, which portion must be a principal amount of \$1,000 or any integral multiple thereof and (C) that such Security shall be purchased as of the Fundamental Change Purchase Date pursuant to the terms and conditions specified in the Securities and in this Indenture.

(2) The delivery of a Security for which a Fundamental Change Purchase Notice has been timely delivered to any Paying Agent and not validly withdrawn prior to, on or after the Fundamental Change Purchase Date (together with all necessary endorsements) at the office of such Paying Agent shall be a condition to the receipt by the Holder of the Fundamental Change Purchase Price therefor.

(3) The Company shall only be obliged to purchase, pursuant to this Section 3.01, a portion of a Security if the principal amount of such portion is \$1,000 or an integral multiple thereof. Provisions of this Indenture that apply to the purchase of all of a Security also apply to the purchase of such portion of such Security.

(4) Notwithstanding anything herein to the contrary, any Holder delivering to a Paying Agent the Fundamental Change Purchase Notice contemplated by this Section 3.01(c) shall have the right to withdraw such Fundamental Change Purchase Notice in whole or in a portion thereof that is a principal amount of \$1,000 or in an integral multiple thereof at any time prior to the close of business on the Business Day prior to the Fundamental Change Purchase Date by delivery of a written notice of withdrawal to the Paying Agent in accordance with Section 3.02(b).

(5) A Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Purchase Notice or written withdrawal thereof.

(6) Anything herein to the contrary notwithstanding, in the case of Global Securities, any Fundamental Change Purchase Notice may be delivered or withdrawn and such Securities may be surrendered or delivered for purchase in accordance with the Applicable Procedures as in effect from time to time.

(7) There shall be no repurchase of any Securities pursuant to this Section 3.01 if an Event of Default (other than a default in the payment of the Fundamental Change Purchase Price) has occurred prior to, on or after, as the case may, the giving by the Holders of such Securities of the required Fundamental Change Purchase Notice and such Event of Default is continuing. The Paying Agent will promptly return to the respective Holders thereof any Securities (x) with respect to which a Fundamental Change Purchase Notice has been withdrawn in compliance with this Indenture, or (y) held by it during the continuance of an Event of Default (other than a default in the payment of the Fundamental Change Purchase Price) in which case, upon such return, the Fundamental Change Repurchase Notice with respect thereto shall be deemed to have been withdrawn.

Section 3.02 Effect of Fundamental Change Purchase Notice.

(a) Upon receipt by any Paying Agent of a Fundamental Change Purchase Notice, the Holder of the Security in respect of which such Fundamental Change Purchase Notice was given shall (unless such Fundamental Change Purchase Notice is withdrawn as specified below) thereafter be entitled to receive the Fundamental Change Purchase Price with respect to such Security. The Fundamental Change Purchase Price shall be paid to such Holder promptly following the later of (i) the Fundamental Change Purchase Date with respect to such Security (provided such Holder has satisfied the conditions in Section 3.01) and (ii) the time of delivery of such Security to a Paying Agent by the Holder thereof in the manner required by Section 3.01. A Security in respect of which a Fundamental Change Purchase Notice has been given by the Holder thereof may not be converted pursuant to Article 4 hereof on or after the date of the delivery of such Fundamental Change Purchase Notice, unless either (i) such Fundamental Change Purchase Notice has first been validly withdrawn in accordance with Section 3.02 (b); or (ii) there shall be a default in the payment of the Fundamental Change Purchase Price, *provided*, that the conversion right with respect to such Security shall terminate at the close of business on the date such default is cured and such Security is purchased in accordance herewith.

(b) A Fundamental Change Purchase Notice may be withdrawn by any Holder delivering such Fundamental Change Purchase Notice upon delivery of a written notice of withdrawal (which may be delivered by mail, overnight courier, hand delivery, facsimile transmission or in any other written form and, in the case of Global Securities, may be delivered electronically or by other means in accordance with the Applicable Procedures) to and actually received by Paying Agent at any time prior to the close of business on the Business Day immediately preceding the Fundamental Change Purchase Date, specifying:

(i) if Certificated Securities are to be withdrawn, the certificate numbers of the Securities in respect of which such notice of withdrawal is being submitted (or, if the Security is held in global form, any other items required to comply with the Applicable Procedures);

(ii) the principal amount of the Securities in respect of which such notice of withdrawal is being submitted, which principal amount must be \$1,000 or an integral multiple thereof; and

(iii) the principal amount, if any, of the Securities that remains subject to the original Fundamental Change Purchase Notice and that has been or shall be delivered for purchase by the Company which principal amount must be \$1,000 or an integral multiple thereof.

The Paying Agent will promptly return to the respective Holders thereof any Certificated Securities with respect to which a Fundamental Change Purchase Notice has been withdrawn in compliance with the provisions of this Section 3.02(b).

Section 3.03 Deposit of Fundamental Change Purchase Price.

Prior to 10:00 a.m., New York City time, on a Fundamental Change Purchase Date, the Company shall deposit with the Paying Agent (or if the Company or an Affiliate of the Company is acting as the Paying Agent, shall segregate and hold in trust as provided in Section 2.04) an amount in cash (in immediately available funds) sufficient to pay the aggregate Fundamental Change Purchase Price of all the Securities or portions thereof that are to be purchased on that Fundamental Change Purchase Date.

If a Paying Agent holds, in accordance with the terms hereof, at 10:00 a.m., New York City time, on a Fundamental Change Purchase Date, cash sufficient to pay the aggregate Fundamental Change Purchase Price of all Securities for which a Fundamental Change Purchase Notice has been delivered and not validly withdrawn in accordance with this Indenture, then, on and after such Repurchase Date, such Securities shall cease to be outstanding and interest (including Additional Interest and Special Interest), if any, on such Securities shall cease to accrue, whether or not such Securities are delivered to the Paying Agent, and the rights of the Holders in respect thereof shall terminate (other than the right to receive the Fundamental Change Purchase Price upon delivery of such Securities by their Holders to the Paying Agent).

Section 3.04 Securities Purchased in Part.

Any Certificated Security that is to be purchased only in part shall be surrendered at the office of a Paying Agent (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form reasonably satisfactory to the Company and the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing), and promptly after a Fundamental Change Purchase Date, the Company shall issue and the Trustee shall, upon receipt of a Company Order (which the Company agrees to deliver promptly), authenticate and deliver to the Holder of such Security, without service charge, a new Security or Securities, of such authorized denomination or denominations as may be requested by such Holder, in aggregate principal amount equal to, and in exchange for, the portion of the principal amount of the Security so surrendered that is not purchased by the Company on such Fundamental Change Purchase Date.

Section 3.05 Repayment to the Company.

To the extent that the aggregate amount of cash deposited by the Company pursuant to Section 3.03 exceeds the aggregate Fundamental Change Purchase Price of the Securities or portions thereof that the Company is obligated to purchase on the Fundamental Change Purchase Date, then promptly after the applicable Fundamental Change Purchase Date, the Paying Agent shall return any such excess cash to the Company.

Section 3.06 Compliance With Securities Laws Upon Purchase of Securities.

When complying with the provisions of Article 3 hereof and subject to any exemptions available under applicable law, the Company shall:

(a) comply with the provisions of any tender offer rules under the Exchange Act that may then be applicable to the Company's purchase of Securities under Article 3;

(b) file a Schedule TO (or any successor or similar schedule, form or report) if required under the Exchange Act; and

(c) otherwise comply with all federal and state securities laws so as to permit the rights and obligations in connection with any purchase pursuant to this Article 3 to be exercised in the time and in the manner specified herein.

To the extent that compliance with any such laws, rules and regulations would result in a conflict with any of the terms hereof, this Indenture is hereby modified to the extent required for the Company to comply with such laws, rules and regulations.

Section 3.07 Purchase of Securities In Open Market.

The Company may purchase Securities in the open market or by tender at any price or pursuant to private agreements. The Company shall surrender any Security purchased by the Company pursuant to this Article 3 to the Trustee for cancellation. Any Securities surrendered to the Trustee for cancellation may not be reissued or resold by the Company and will be canceled promptly in accordance with Section 2.12.

ARTICLE 4

CONVERSION

Section 4.01 Right to Convert. (a) Subject to and upon compliance with the provisions of this Indenture and except as set forth in Section 4.01(b) through Section 4.01(f), each Holder of Securities shall have the right, at such Holder's option, to convert the principal amount of any such Securities, or any portion of such principal amount equal to \$1,000 or a multiple of \$1,000 thereof, at the Conversion Rate in effect on the Conversion Date for such Securities, at any time prior to the close of business on the second Scheduled Trading Day immediately preceding the Final Maturity Date.

(b) Prior to the close of business on the Business Day immediately preceding the earlier of (i) receipt of Shareholder Approval or (ii) April 15, 2014, Holders of the Securities shall have the right, at such Holder's option, to convert the principal amount of any such Securities, or any portion of such principal amount equal to \$1,000 or a multiple of \$1,000 thereof, into the number of shares of Common Stock and the amount of cash determined in accordance with Section 4.03(a) if and only if:

(1) a Holder surrenders any of its Securities for conversion during any calendar quarter beginning after September 30, 2009, and only during any such calendar quarter, in which the Last Reported Sale Price for not less than any twenty (20) Trading Days in the thirty (30) consecutive Trading Days ending on the last Trading Day of the preceding calendar quarter is more than one hundred-thirty percent (130%) of the Conversion Price in effect on the applicable Trading Day; or

(2) a Holder surrenders any of its Securities for conversion during the five (5) consecutive Trading-Day period following any five (5) consecutive Trading-Day period in which the Note Trading Price determined following a reasonable request by a Holder of the Securities was less than ninety-eight percent (98%) of the product of the Last Reported Sale Price on the applicable Trading Day and the Conversion Rate on the applicable Trading Day; or

(3) the shares of Common Stock have ceased to be listed on a United States national or regional securities exchange for a period of thirty (30) consecutive Trading Days.

(c) If, prior to the close of business on the Trading Day immediately preceding the earlier of (i) receipt of Shareholder Approval or (ii) April 15, 2014, the Company elects to distribute to all holders of shares of Common Stock:

(1) rights entitling the holders of shares of Common Stock to purchase, for a period expiring within forty-five (45) calendar days of the date of the distribution of such rights, shares of Common Stock at a price per share that is less than the Last Reported Sale Price on the Trading Day immediately preceding the declaration date of such distribution, or

(2) assets, debt securities or rights to purchase securities of the Company with a value per share of Common Stock that exceeds fifteen percent (15%) of the Last Reported Sale Price on the Trading Day immediately preceding the declaration date of such distribution,

then the Company shall notify the Holders of Securities at least twenty (20) calendar days prior to the Ex-Dividend Date for such distribution and, following delivery of such notice, a Holder may surrender any of its Securities for conversion into the number of shares of Common Stock and the amount of cash determined in accordance with Section 4.03(a) at any time until the earlier of the close of business on the Business Day prior to the Ex-Dividend Date or an announcement by the Company that such distribution will not take place. Notwithstanding the foregoing, a Holder of Securities may not exercise the conversion right set forth in this Section 4.01(c) if a Holder of Securities will receive the rights, assets, debt securities or rights to purchase securities described in clauses (1) and (2) immediately preceding this paragraph in such distribution that are equal to that which a Holder of Securities would have received had such Holder converted its Securities into shares of Common Stock immediately prior to such distribution.

(d) If, prior to the close of business on the Trading Day immediately preceding the earlier of receipt of Shareholder Approval or April 15, 2014, the Company is party to a consolidation, merger, binding share exchange or a sale, lease or other transfer of all or substantially all of the consolidated assets of the Company pursuant to which all of the outstanding shares of Common Stock would be exchanged for cash, securities or other property that does not otherwise constitute a Fundamental Change, (i) the Company shall notify Holders of the Securities of such transaction as promptly as practicable following the date on which the Company publicly announces such transaction (but in no event less than fifteen (15) Business Days prior to the anticipated effective date of such transaction), and (ii) a Holder of Securities may surrender any of its Securities for conversion into the number of shares of Common Stock and the amount of cash determined in accordance with Section 4.03(a) at any time from and including the date that is fifteen (15) Business Days prior to the anticipated effective date of the transaction up to and including five (5) Business Days after the effective date of such transaction.

(e) If the Company is party to a transaction that constitutes a Fundamental Change prior to the close of business on the Trading Day immediately preceding the earlier of receipt of Shareholder Approval or April 15, 2014, (i) the Company shall notify Holders of the Securities of such transaction as promptly as practicable following the date on which the Company publicly announces such transaction (but in no event less than five (5) Business Days prior to the anticipated effective date of such transaction), and (ii) if a Holder of Securities has not exercised its right to require the Company to repurchase its Securities pursuant to Section 3.01 of this Indenture, a Holder of Securities may surrender any of its Securities for conversion into the number of shares of Common Stock and the amount of cash determined in accordance with Section 4.03(a) at any time from and including the effective date of such transaction up to and including the thirtieth (30th) Business Day following the effective date of the transaction.

(f) If, prior to the close of business on the Trading Day immediately preceding the earlier of receipt of Shareholder Approval or April 15, 2014, the Company is party to a consolidation, merger, binding share exchange or a sale, lease or other transfer of all or substantially all of the consolidated assets of the Company pursuant to which all of the outstanding shares of Common Stock would be exchanged for cash, securities or other property, then from and after the effective date of such transaction any conversion of Securities, including the conversion value deliverable in connection with such exchange, will be based on the kind and amount of cash, securities or other property that a Holder of Securities would have received if such Holder had converted its Securities into shares of Common Stock immediately prior to the effective date of such transaction; provided, however, if all of outstanding shares of Common Stock would be exchanged in such transaction for the right to receive more than a single type of consideration based upon any form of election made by a holder of shares of Common Stock, then the amount of consideration to be received from and after the effective date of such transaction upon any conversion of the Securities will be deemed to be the weighted average of the types and amounts of consideration received by the holders of shares of Common Stock that affirmatively make such an election.

(g) Securities may not be converted after the close of business on the second Scheduled Trading Day immediately preceding the Final Maturity Date. Notwithstanding anything to the contrary in this Indenture, the Company shall have no obligation to request that the Trustee determine the Note Trading Price unless a Holder of Securities provides the Company with reasonable evidence that the Note Trading Price per \$1,000 principal amount of the Securities is less than ninety-eight (98%) of the product of the Last Reported Sale Price on the applicable Trading Day and the Conversion Rate on the applicable Trading Day. If a Holder of Securities makes such a request, the Company shall instruct the Trustee to determine the Note Trading Price beginning on the next Trading Day and on each successive Trading Day until the Note Trading Price is greater than or equal to ninety-eight (98%) of the product of the Last Reported Sale Price on the applicable Trading Day and the Conversion Rate on the applicable Trading Day.

Section 4.02 Conversion Procedures. (a) Each Security shall be convertible at the office of the Conversion Agent and, if applicable, in accordance with the procedures of the Depository.

(b) In order to exercise the conversion privilege with respect to any interest in a Global Security, the Holder must complete the appropriate instruction form for conversion pursuant to the Depository's book-entry conversion program, furnish appropriate endorsements and transfer documents if required by the Company or the Conversion Agent, and pay the funds, if any, required by Section 4.03(c) and any taxes or duties if required pursuant to Section 4.08, and the Conversion Agent must be informed of the conversion in accordance with the customary practice of the Depository. In order to exercise the conversion privilege with respect to any Certificated Securities, the Holder of any such Securities to be converted, in whole or in part, shall:

- (i) complete and manually sign the conversion notice provided on the back of the Security (the "Conversion Notice") or a facsimile of the Conversion Notice;
- (ii) deliver the Conversion Notice, which is irrevocable, and the Security to the Conversion Agent;
- (iii) if required, furnish appropriate endorsements and transfer documents,
- (iv) make any payment required under Section 4.03(c); and
- (v) if required, pay all transfer or similar taxes as set forth in Section 4.08.

The date on which the Holder satisfies all of the applicable requirements set forth above is the "Conversion Date." The Conversion Agent will, as promptly as possible, and in any event within two (2) Business Days of the receipt thereof, provide the Company with notice of any conversion by a Holder of the Securities.

(c) Each Conversion Notice shall state the name or names (with address or addresses) in which any certificate or certificates for shares of Common Stock which shall be issuable on such conversion shall be issued. All such Securities surrendered for conversion shall, unless the shares issuable on conversion are to be issued in the same name as the registration of such Securities, be duly endorsed by, or be accompanied by instruments of transfer in form satisfactory to the Company duly executed by, the Holder or his duly authorized attorney.

(d) In case any Securities of a denomination greater than \$1,000 shall be surrendered for partial conversion, the Company shall execute and the Trustee shall authenticate and deliver to the Holder of the Securities so surrendered, without charge, new Securities in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Securities.

Each conversion shall be deemed to have been effected as to any such Securities (or portion thereof) surrendered for conversion on the relevant Conversion Date. The person in whose name the certificate or certificates for the number of shares of Common Stock that shall be issuable upon such conversion shall become the holder of record of such shares of Common Stock as of the close of business on such Conversion Date. Notwithstanding the foregoing and anything contained in this Indenture to the contrary, in no event shall a Holder be entitled to the benefit of a Conversion Rate adjustment pursuant to the provisions of Section 4.04 in respect of Securities surrendered for

conversion if, by virtue of being deemed the record holder of the shares of Common Stock issuable upon such conversion pursuant to the foregoing sentence, such Holder participates, as a result of being such holder of record, in the transaction or event that would otherwise give rise to such Conversion Rate adjustment to the same extent and in the same manner as holders of shares of Common Stock generally.

(e) Upon the conversion of an interest in Global Securities, the Trustee (or other Conversion Agent appointed by the Company) shall make a notation on such Global Securities as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any conversions of Securities effected through any Conversion Agent other than the Trustee.

(f) Notwithstanding the foregoing, a Security in respect of which a Holder has delivered a Fundamental Change Purchase Notice exercising such Holder's option to require the Company to purchase such Security may be converted only if such notice of exercise is withdrawn in accordance with Article 3 hereof prior to the close of business on the Business Day prior to the relevant Fundamental Change Purchase Date.

Section 4.03 Payments Upon Conversion. (a) Upon any conversion of Securities prior to the close of business on the Trading Day immediately preceding the earlier of receipt of Shareholder Approval or April 15, 2014, the Company shall deliver to the converting Holder a number of shares equal to (i) the aggregate principal amount of Securities to be converted divided by \$1,000, multiplied by (ii) 56.0871 ("Initial Maximum Conversion Rate", as adjusted for Conversion Rate adjustments), and an amount of cash equal to (i) the aggregate principal amount of Securities to be converted divided by \$1,000, multiplied by (ii) the difference between the applicable conversion rate and Initial Maximum Conversion Rate, multiplied by (iii) the Applicable Conversion Share Price.

(b) Upon any conversion of Securities after the earlier of receipt of Shareholder Approval or April 15, 2014, on the third Business Day immediately following the Conversion Date, the Company shall deliver to the converting Holder a number of shares of Common Stock equal to (i) the aggregate principal amount of such Securities to be converted divided by \$1,000, multiplied by (ii) the Conversion Rate in effect as of such Conversion Date, together with any cash payment for any fractional share of Common Stock as described in this Section 4.03.

(c) Subject to Section 4.03(c) below, upon conversion, Holders shall not receive any separate cash payment for accrued and unpaid interest (including Additional Interest and Special Interest), if any, unless such conversion occurs between a Regular Record Date and the Interest Payment Date to which it relates.

(d) Upon the conversion of any Securities, the Holder will not be entitled to receive any separate cash payment for accrued and unpaid interest (including Additional Interest and Special Interest), if any, except to the extent specified below. The Company's delivery to the Holder of Common Stock together with any cash payment for any fractional share of Common Stock, into which a Security is convertible will be deemed to satisfy in full the Company's obligation to pay the principal amount of the Securities so converted and accrued and unpaid interest (including Additional Interest and Special Interest), if any, to, but not including, the Conversion Date. As a result, accrued and unpaid interest (including Additional Interest and Special Interest), if any, to, but not including, the Conversion Date will be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the foregoing, if Securities are converted after the close of business on a Regular Record Date for the payment of interest, Holders of such Securities at the close of business on such Regular Record Date will receive the interest (including Additional Interest and Special Interest), if any, payable on such Securities on the corresponding Interest Payment Date notwithstanding the conversion. Securities surrendered for conversion during the period from the close of business on any Regular Record Date to the open of business on the immediately following Interest Payment Date must be accompanied by funds equal to the amount of interest (including Additional Interest and Special Interest), if any, payable on the Securities so converted on such following Interest Payment Date; provided that no such payment need be made (i) for conversions following the Regular Record Date immediately preceding the Final Maturity Date, (ii) if the Company has specified a Fundamental Change Purchase Date that is after a Regular Record Date and on or prior to the corresponding Interest Payment Date, or (iii) to the extent of any overdue interest, if any overdue interest exists at the time of conversion with respect to such Security.

(e) The Company shall not issue fractional shares of Common Stock upon conversion of Securities. If multiple Securities shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion shall be computed on the basis of the aggregate principal amount of the

Securities (or specified portions thereof to the extent permitted hereby) so surrendered. If any fractional share of Common Stock would be issuable upon the conversion of any Securities, the Company shall make payment therefor in cash in lieu of fractional shares of Common Stock based on the Last Reported Sale Price on the relevant Conversion Date.

Section 4.04 Adjustment of Conversion Rate. The Conversion Rate shall be adjusted from time to time by the Company if any of the following events occurs, except that the Company will not make any adjustment to the Conversion Rate if Holders of Securities participate, as a result of holding the Securities, in any of the transactions described under Section 4.04(a) (but only with respect to stock dividends or distributions), Section 4.04(b), Section 4.04(c), and Section 4.04(d), at the same time as holders of the Common Stock participate, without having to convert their Securities, as if such Holders held a number of shares of Common Stock equal to the Conversion Rate in effect for such Securities immediately prior to the Record Date for such event.

(a) If the Company, at any time or from time to time while any of the Securities are outstanding, exclusively issues shares of its Common Stock as a dividend or distribution on shares of Common Stock, or if the Company effects a share split or share combination, then the Conversion Rate will be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_1}{OS_0}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Record Date of such dividend or distribution, or immediately prior to the open of business on the effective date of such share split or share combination, as applicable;
- CR₁ = the Conversion Rate in effect immediately after the open of business on such Record Date or such effective date;
- OS₀ = the number of shares of Common Stock outstanding immediately prior to the open of business on such Record Date or such effective date; and
- OS₁ = the number of shares of Common Stock outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Such adjustment shall become effective immediately after the open of business on the Record Date for such dividend or distribution or the effective date for such share split or share combination. If any dividend or distribution of the type described in this Section 4.04(a) is declared but not so paid or made, the Conversion Rate shall again be adjusted to the Conversion Rate which would then be in effect if such dividend or distribution had not been declared.

(b) If the Company, at any time or from time to time while any of the Securities are outstanding, issues to all or substantially all holders of the Common Stock any rights or warrants entitling them for a period of not more than 60 calendar days after the announcement date of such issuance to subscribe for or purchase shares of the Common Stock at a price per share less than the average of the Last Reported Sale Prices of Common Stock for the 10 consecutive Trading-Day period ending on the Trading Day immediately preceding the date of announcement of such issuance, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Record Date for such issuance;

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- CR₁ = the Conversion Rate in effect immediately after the open of business on such Record Date;
- OS₀ = the number of shares of Common Stock outstanding immediately prior to the open of business on such Record Date;
- X = the total number of shares of Common Stock issuable pursuant to such rights or warrants; and
- Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights or warrants *divided by* the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on the Trading Day immediately preceding the date of announcement of the issuance of such rights or warrants.

To the extent such rights or warrants are not exercised prior to their expiration or termination, the Conversion Rate shall be readjusted to the Conversion Rate which would be in effect had the adjustments made upon the issuance of such rights or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In the event that such rights or warrants are not so issued, the Conversion Rate shall again be adjusted to be the Conversion Rate which would then be in effect if the date fixed for the determination of shareholders entitled to receive such rights or warrants had not been fixed. For the purposes of this Section 4.04(b), in determining whether any rights or warrants entitle the holders to subscribe for or purchase shares of Common Stock at less than the average of the Last Reported Sale Prices of Common Stock for the 10 consecutive Trading Day period ending on the Trading Day immediately preceding the date of announcement of such issuance, and in determining the aggregate exercise price payable for such shares of Common Stock, there shall be taken into account any consideration received by the Company for such rights or warrants and any amount payable on the exercise thereof, with the value of such consideration, if other than cash, as shall be determined in good faith by the Board of Directors.

(c) If the Company, at any time or from time to time while the Securities are outstanding, distributes shares of any class of capital stock of the Company, evidences of its indebtedness, other assets or property of the Company or rights or warrants to acquire the Company's capital stock or other securities to all or substantially all holders of its Common Stock, excluding:

- (i) dividends or distributions and rights or warrants as to which an adjustment was effected pursuant to Section 4.04(a) or Section 4.04(b);
- (ii) dividends or distributions paid exclusively in cash; and
- (iii) Spin-Offs to which the provisions set forth below in this Section 4.04(c) shall apply;

then the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Record Date for such distribution;
- CR₁ = the Conversion Rate in effect immediately after the open of business on such Record Date;
- SP₀ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on the Trading Day immediately preceding the Record Date for such distribution; and
- FMV = the fair market value (as determined by the Board of Directors) of the shares of capital stock, evidences of indebtedness, assets, property, rights or warrants distributed with respect to each outstanding share of the Common Stock on the Record Date for such distribution.

Such adjustment shall become effective immediately after the open of business on the Record Date for such distribution. If the Board of Directors determines the "FMV" (as defined above) of any distribution for purposes of this Section 4.04(c) by reference to the actual or when issued trading market for any securities, it must in doing so consider the prices in such market over the same period used in computing the average of the Last Reported Sale Prices of the Common Stock. Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than "SP₀" (as defined above), in lieu of the foregoing adjustment, each Holder of Securities shall receive, at the same time and upon the same terms as holders of the Common Stock, the amount and kind of securities or assets or property such Holder would have received as if such Holder owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Record Date for the distribution of the securities or assets.

With respect to an adjustment pursuant to this Section 4.04(c) where there has been a payment of a dividend or other distribution on the Common Stock of shares of capital stock of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit and such shares of capital stock or similar equity interests are listed for trading on a U.S. national securities exchange (a "Spin-Off"), the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the end of the Valuation Period (as defined below);

CR₁ = the Conversion Rate in effect immediately after the end of the Valuation Period;

FMV₀ = the average of the Last Reported Sale Prices of the capital stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock (determined for purposes of the definition of Last Reported Sale Price as if such capital stock or similar equity interest were the Common Stock) over the first ten consecutive Trading Day period after, and including, the Record Date of the Spin-Off (the "Valuation Period"); and

MP₀ = the average of the Last Reported Sale Prices of Common Stock over the Valuation Period.

The adjustment to the Conversion Rate under the preceding paragraph will occur on the last day of the Valuation Period; provided that in respect of any conversion during the Valuation Period, references above to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the Record Date of such Spin-Off and the Conversion Date in determining the applicable Conversion Rate.

For the purposes of this Section 4.04(c) (and subject in all respects to Section 4.11), rights or warrants distributed by the Company to all holders of its Common Stock entitling them to subscribe for or purchase shares of the Company's capital stock (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events (a "Trigger Event"): (1) are deemed to be transferred with such shares of Common Stock; (2) are not exercisable; and (3) are also issued in respect of future issuances of Common Stock, shall be deemed not to have been distributed for purposes of this Section 4.04(c), (and no adjustment to the Conversion Rate under this Section 4.04(c) will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Conversion Rate shall be made under this Section 4.04(c). If any such right or warrant, including any such existing rights or warrants distributed prior to the date of this Indenture, are subject to events, upon the occurrence of which such rights or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date of such deemed distribution (in which case the original rights or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders). In addition, in the event of any distribution or deemed distribution of rights or warrants, or any Trigger Event or other event (of the type

described in the preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Conversion Rate under this Section 4.04(c) was made, (1) in the case of any such rights or warrants which shall all have been redeemed or purchased without exercise by any Holders thereof, upon such final redemption or repurchase (x) the Conversion Rate shall be readjusted as if such rights or warrants had not been issued and (y) the Conversion Rate shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by holders of Common Stock with respect to such rights or warrants (assuming each such holder had retained such rights or warrants), made to all holders of Common Stock as of the date of such redemption or purchase, and (2) in the case of such rights or warrants which shall have expired or been terminated without exercise by any holders thereof, the Conversion Rate shall be readjusted as if such rights and warrants had not been issued.

For the purposes of this Section 4.04(c) and subsections (a) and (b) of this Section 4.04, any dividend or distribution to which this Section 4.04(c) applies which also includes one or both of:

- (A) a dividend or distribution of shares of Common Stock to which Section 4.04(a) applies (the “Clause A Distribution”), and
- (B) a dividend or distribution of rights or warrants to which Section 4.04(b) applies (the “Clause B Distribution”),

then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this Section 4.04(c) applies (the “Clause C Distribution”) and any Conversion Rate adjustment required by this Section 4.04(c) with respect thereto shall then be made, and (2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Conversion Rate adjustment required by Section 4.04(a) and Section 4.04(b) with respect thereto shall then be made, except that, if determined by the Company, (I) the “Record Date” of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Record Date of the Clause C Distribution and (II) any shares of Common Stock included in the Clause A Distribution or Clause B Distribution shall be deemed not to be “outstanding immediately prior to the open of business on such Record Date or such effective date” within the meaning of Section 4.04(a) or “outstanding immediately prior to the open of business on such Record Date” within the meaning of Section 4.04(b).

(d) (i) If any annual cash dividend or distribution made to all or substantially all holders of Common Stock during any annual fiscal period exceeds \$0.10 per share of Common Stock, the Conversion Rate shall be adjusted based on the following formula:

$$CR_1 = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the open of business on the Record Date for such dividend or distribution;
- CR₁ = the Conversion Rate in effect immediately after the open of business on the Record Date for such dividend or distribution;
- SP₀ = the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the Record Date for such dividend or distribution; and
- C = the amount in cash per share the Company distributes to holders of Common Stock in excess of \$0.10 per share of Common Stock.

In the case of an adjustment pursuant to this Section 4.04(d), such adjustment shall become effective immediately after the open of business on the Record Date for the relevant dividend or distribution. If the portion of the cash so

distributed applicable to one share of the Common Stock is equal to or greater than the Last Reported Sale Price of a share of Common Stock on the Trading Day immediately preceding the Record Date for such dividend or distribution, in lieu of the adjustment set forth above, adequate provision shall be made so that each Holder of Securities shall have the right to receive on the date on which such cash dividend or distribution is distributed to holders of Common Stock, for each \$1,000 principal amount of Securities, the amount of cash such Holder would have received had such Holder owned a number of shares of Common Stock equal to the Conversion Rate in effect immediately prior to the Record Date for such distribution.

(e) If the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for Common Stock, to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the Last Reported Sale Price per share of Common Stock on the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer, the Conversion Rate shall be increased based on the following formula:

$$CR_1 = CR_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

- CR₀ = the Conversion Rate in effect immediately prior to the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- CR₁ = the Conversion Rate in effect immediately after the close of business on the 10th Trading Day immediately following, and including, the Trading Day next succeeding the date such tender or exchange offer expires;
- AC = the aggregate value of all cash and any other consideration (as determined by the Board of Directors) paid or payable for shares purchased in such tender or exchange offer;
- OS₀ = the number of shares of Common Stock outstanding immediately prior to the date such tender or exchange offer expires;
- OS₁ = the number of shares of Common Stock outstanding immediately after the date such tender or exchange offer expires (after giving effect to, for the avoidance of doubt, the purchase of all shares accepted for purchase or exchange in such tender or exchange offer); and
- SP₁ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on the Trading Day next succeeding the date such tender or exchange offer expires.

The adjustment to the Conversion Rate under this Section 4.04(e) shall occur as of the close of business on the tenth Trading Day from, and including, the Trading Day next succeeding the date such tender or exchange offer expires; provided that in respect of any conversion within 10 Trading Days immediately following, and including, the expiration date of any tender or exchange offer, references with respect to 10 Trading Days shall be deemed replaced with such lesser number of Trading Days as have elapsed between the expiration date of such tender or exchange offer and the Conversion Date in determining the applicable Conversion Rate.

(f) To the extent permitted by law and applicable New York Stock Exchange rules, the Company from time to time may increase the Conversion Rate by any amount for any period of time of at least 20 Business Days, so long as the increase is irrevocable during the period and the Board of Directors shall have made a determination that such increase would be in the best interests of the Company, which determination shall be conclusive. Whenever the Conversion Rate is increased pursuant to this Section 4.04(f), the Company shall mail to Holders of record of the Securities a notice of the increase at least 15 Business Days prior to the date the increased Conversion Rate takes effect, and such notice shall state the increased Conversion Rate and the period during which it will be in effect.

(g) The Company may (but shall not be required to) increase the Conversion Rate, in addition to any adjustments pursuant to Section 4.04 (a), 4.04(b), 4.04(c), 4.04(d), 4.04(e) or 4.04(f), if the Board of Directors considers such increase to be advisable to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with a dividend or distribution of shares (or rights to acquire shares) or similar event.

(h) All calculations under this Article 4 shall be made by the Company and shall be made to the nearest one ten-thousandth of a share. No adjustment shall be required to be made for the Company's issuance of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or rights to purchase shares of Common Stock or such convertible or exchangeable securities, other than as provided in this Section 4.04 and in Section 4.11 hereof.

(i) Whenever the Conversion Rate is adjusted as herein provided, the Company shall promptly file with the Trustee and any Conversion Agent an Officer's Certificate setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee shall have received such Officer's Certificate, the Trustee shall not be deemed to have knowledge of any adjustment of the Conversion Rate and may assume without inquiry that the last Conversion Rate of which it has knowledge is still in effect. Promptly after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Conversion Rate setting forth the adjusted Conversion Rate and the date on which each adjustment becomes effective and shall mail such notice of such adjustment of the Conversion Rate to each Holder of the Securities. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(j) For purposes of this Section 4.04, the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Company so long as the Company does not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Company, but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock.

(k) Notwithstanding the foregoing, if the application of the foregoing formulas set forth in this Section 4.04 would result in a decrease in the Conversion Rate, no adjustment to the Conversion Rate shall be made (other than as a result of a share combination).

(l) Notwithstanding anything to the contrary in this Article 4, no adjustment to the Conversion Rate shall be made:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its Subsidiaries;

(iii) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) above and outstanding as of the date the Securities were first issued;

(iv) for a change in the par value of the Common Stock; or

(v) for accrued and unpaid interest (including Additional Interest and Special Interest), if any, on the Securities.

(m) The Company shall not be required to make an adjustment in the Conversion Rate unless the adjustment would require a change of at least 1% in the Conversion Rate. However, the Company will carry forward any adjustments that are less than 1% of the Conversion Rate and make such carried forward adjustment, regardless of whether the aggregate adjustment is less than 1%, upon any Conversion Date with respect to the Securities.

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Section 4.05 Certain Other Adjustments. To the extent not otherwise covered by Section 4.04, whenever a provision of this Indenture requires the calculation of Last Reported Sale Prices over a span of multiple days, the Board of Directors will make appropriate adjustments to such Last Reported Sale Prices and the Conversion Rate or the amount due upon conversion to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Record Date of the event occurs, at any time during the period from which such Last Reported Sale Prices are to be calculated. Any such adjustment in accordance with the provisions of this Section 4.05 shall be determined in good faith by the Board of Directors in order to give effect to the intent of Section 4.04 and the other provisions of this Article 4 and to avoid unjust or inequitable results.

Section 4.06 Adjustments Upon Certain Fundamental Changes. (a) If a Make-Whole Fundamental Change occurs prior to the Final Maturity Date and a Holder elects to convert its Securities in connection with such Make-Whole Fundamental Change, the Company shall, under certain circumstances, increase the Conversion Rate for the Securities so surrendered for conversion by a number of additional shares of Common Stock (the “Additional Shares”) as described below. A conversion of Securities shall be deemed for these purposes to be “in connection with” such Make-Whole Fundamental Change if the notice of conversion of the Securities is received by the Conversion Agent from, and including, the Effective Date of the Make-Whole Fundamental Change up to, and including, the Business Day immediately prior to the related Fundamental Change Purchase Date (or, in the case of an event that would have been a Fundamental Change but for the proviso in clause (2) of the definition thereof, the 35th calendar day immediately following the Effective Date of such Make-Whole Fundamental Change).

(b) Upon surrender of Securities for conversion in connection with a Make-Whole Fundamental Change, the Company shall deliver shares of Common Stock as provided under Section 4.03, calculated based on the Conversion Rate as adjusted by the Additional Shares; provided, however, that if, at the effective time of a Make-Whole Fundamental Change, the Reference Property is comprised entirely of cash, then, for any conversion of Securities following the Effective Date of such Make-Whole Fundamental Change, the amounts deliverable by the Company shall be calculated based solely on the “Stock Price” (as defined below) for the Make-Whole Fundamental Change and shall be deemed to be an amount equal to the Conversion Rate (including any adjustment for Additional Shares) multiplied by such Stock Price. In such event, the amounts deliverable by the Company shall be determined and paid to holders in cash on the third Business Day following the Conversion Date.

(c) The number of Additional Shares, if any, by which the Conversion Rate will be increased will be determined by reference to the table below, based on the date on which the Make-Whole Fundamental Change occurs or becomes effective (the “Effective Date”) and the price (the “Stock Price”) paid (or deemed paid) per share of the Common Stock in the Fundamental Change. If the holders of the Common Stock receive only cash in a Make-Whole Fundamental Change described in clause (2) of the definition of Fundamental Change, the Stock Price shall be the cash amount paid per share. Otherwise, the Stock Price shall be the average of the Last Reported Sale Prices of the Common Stock over the ten Trading-Day period ending on, and including, the Trading Day immediately preceding the Effective Date of the Make-Whole Fundamental Change.

The following table sets forth the number of additional shares to be received per \$1,000 principal amount of notes for each stock price and effective date set forth below:

Effective Date	Stock Price											
	\$10.30	\$11.88	\$12.88	\$13.88	\$14.88	\$20.00	\$30.00	\$40.00	\$50.00	\$60.00	\$70.00	\$80.00
October 15, 2009	19.4476	15.2594	13.3239	11.7465	10.4551	6.3501	3.0768	1.6951	0.9661	0.5434	0.2830	0.1226
October 15, 2010	19.4476	14.9732	12.9046	11.2494	9.9107	5.8301	2.7801	1.5351	0.8761	0.4918	0.2530	0.1063
October 15, 2011	19.4476	14.4934	12.2369	10.4785	9.0774	5.0601	2.3568	1.3076	0.7481	0.4184	0.2115	0.0826
October 15, 2012	19.4476	13.6180	11.0879	9.1817	7.7132	3.8901	1.7568	0.9901	0.5741	0.3201	0.1558	0.0526
October 15, 2013	19.4476	11.5052	8.6344	6.5952	5.1527	2.1001	0.9568	0.5676	0.3361	0.1868	0.0830	0.0151
October 15, 2014	19.4476	6.5353	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact Stock Prices and Effective Dates may not be set forth in the table above, in which case:

(i) If the Stock Price is between two Stock Prices in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares shall be determined by a straight-line

interpolation between the number of Additional Shares set forth for the higher and lower Stock Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year.

(ii) If the Stock Price is greater than \$80.00 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table in Schedule A pursuant to subsection (d) below), no Additional Shares shall be added to the Conversion Rate.

(iii) If the Stock Price is less than \$10.30 per share (subject to adjustments in the same manner as the Stock Prices set forth in the column headings of the table in Schedule A pursuant to subsection (d) below), no Additional Shares shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate exceed 97.0874 shares of Common Stock per \$1,000 principal amount of Securities, subject to adjustments in the same manner as the Conversion Rate as set forth in Section 4.04.

(d) The Stock Prices set forth in the column headings of the table above shall be adjusted as of any date on which the Conversion Rate of the Securities is otherwise adjusted. The adjusted Stock Prices shall equal the Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Conversion Rate immediately prior to such adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional Shares set forth in such table shall be adjusted in the same manner as the Conversion Rate as set forth in Section 4.04.

(e) The Company shall notify the Holders of Securities of the Effective Date of any Make-Whole Fundamental Change and issue a press release announcing such Effective Date no later than five Business Days after such Effective Date.

Section 4.07 Effect of Recapitalization, Reclassification, Consolidation, Merger or Sale.

(a) If any of the following events occur:

(i) any recapitalization or reclassification of, or change of, the Common Stock (other than changes resulting from a subdivision or combination);

(ii) a consolidation, merger or combination involving the Company; or

(iii) a sale, lease or other transfer to a third party of all or substantially all of the consolidated assets of the Company and its Subsidiaries;
or

(iv) any statutory share exchange;

in each case as a result of which the Common Stock would be converted into, or exchanged for, or would be reclassified or changed into, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a "Merger Event"), then at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture (which shall comply with the Trust Indenture Act as in force at the date of execution of such supplemental indenture) providing that at and after the effective time of such Merger Event, the right to convert a Security will be changed into a right to convert such Security as set forth in this Indenture into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate prior to such Merger Event would have owned or been entitled to receive (the "Reference Property") upon such Merger Event.

If, as a result of the Merger Event, each share of Common Stock is converted into the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), then the Reference Property into which the Securities will be convertible will be deemed to be the weighted average of the types and amounts of consideration received by the holders of Common Stock that affirmatively make such an election.

The Company shall not become a party to any such Merger Event unless its terms are consistent with this Section 4.07. Such supplemental indenture shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Article 4 in the judgment of the Board of Directors or the board of directors of the successor Person. If, in the case of any such recapitalization, reclassification, change, consolidation, merger, combination, sale, lease, other transfer or statutory share exchange, the Reference Property receivable thereupon by a holder of Common Stock includes shares of stock, securities or other property or assets (including cash or any combination thereof) of a Person other than the successor or purchasing Person, as the case may be, in such recapitalization, reclassification, change, consolidation, merger, combination, sale, lease, other transfer or statutory share exchange, then such supplemental indenture shall also be executed by such other Person.

(b) The Company shall cause notice of the execution of such supplemental indenture to be mailed to each Holder, at the address of such Holder as it appears on the register of the Securities maintained by the Registrar, within 20 days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture. The above provisions of this Section 4.07 shall similarly apply to successive reclassifications, changes, consolidations, mergers, combinations, sales and conveyances. If this Section 4.07 applies to any Merger Event, Section 4.04 shall not apply.

Section 4.08 Taxes on Shares Issued. The Company will pay any documentary, stamp or similar issue or transfer tax due on the issue or delivery of shares of Common Stock on conversion of Securities pursuant hereto; provided, however, that if such documentary, stamp or similar issue or transfer tax is due because the Holder of such Securities has requested that shares of Common Stock be issued in a name other than that of the Holder of the Securities converted, then such taxes will be paid by the Holder, and the Company shall not be required to issue or deliver any stock certificate evidencing such shares unless and until the Holder shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

Section 4.09 Reservation of Shares; Shares to be Fully Paid; Compliance With Governmental Requirements; Listing of Common Stock. The Company shall reserve, out of its authorized but unissued shares or shares held in treasury, sufficient shares of Common Stock to satisfy conversion of the Securities from time to time as such Securities are presented for conversion (assuming that, at the time of the computation of such number of shares or securities, all such Securities would be converted by a single Holder).

The Company covenants that all shares of Common Stock that may be issued upon conversion of Securities shall be newly issued shares or treasury shares, shall be duly authorized, validly issued, fully paid and non-assessable and shall be free from preemptive rights and free from any tax, lien or charge (other than those created by the Holder).

The Company shall cause any shares of Common Stock to be issued upon conversion of Securities to be designated for quotation or listing, subject to notice of issuance, on each national securities exchange or over-the-counter or other domestic market on which the Common Stock is then listed or quoted.

Section 4.10 Responsibility of Trustee. The Trustee and any Conversion Agent shall not at any time be under any duty or responsibility to any Holder of Securities to determine or calculate the Conversion Rate, to determine whether any facts exist which may require any adjustment of the Conversion Rate, or to confirm the accuracy of any such adjustment when made or the appropriateness of the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Conversion Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock or of any other securities or property that may at any time be issued or delivered upon the conversion of any Securities; and the Trustee and the Conversion Agent make no representations with respect thereto. Neither the Trustee nor any Conversion Agent shall be responsible for any failure of the Company to issue, transfer or deliver any shares of Common Stock or stock certificates or other securities or property or cash upon the surrender of any Securities for the purpose of conversion or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article 4. The rights, privileges, protections, immunities and benefits given to the

Trustee, including without limitation its right to be compensated, reimbursed, and indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, including its capacity as Conversion Agent.

Section 4.11 Notice to Holders Prior to Certain Actions. In case:

(a) the Company shall declare a dividend (or any other distribution) on its Common Stock that would require an adjustment in the Conversion Rate pursuant to Section 4.04; or

(b) the Company shall authorize the granting to the holders of all or substantially all of its Common Stock of rights or warrants to subscribe for or purchase any share of any class or any other rights or warrants that would require an adjustment in the Conversion Rate pursuant to Section 4.04 or Section 4.12 hereof; or

(c) of any reclassification or reorganization of the Common Stock of the Company (other than a subdivision or combination of its outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value), or of any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required, or of the sale, lease or transfer of all or substantially all of the assets of the Company and its consolidated Subsidiaries; or

(d) of the voluntary or involuntary dissolution, liquidation or winding up of the Company or any of its Subsidiaries;

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company shall cause to be filed with the Trustee and the Conversion Agent and to be mailed to each Holder of Securities at such Holder's address appearing on a list of Holders of Securities, which the Company shall provide to the Trustee, as promptly as practicable but in any event at least 10 days prior to the applicable date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend (or any other distribution) or rights or warrants, or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or rights or warrants are to be determined, or (y) the date on which such reclassification, reorganization, consolidation, merger, sale, lease, transfer, dissolution, liquidation or winding up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reclassification, reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such dividend (or any other distribution), reclassification, reorganization, consolidation, merger, sale, transfer, dissolution, liquidation or winding up.

Section 4.12 Stockholder Rights Plan. Each share of Common Stock issued upon conversion of Securities pursuant to this Article 4 shall be entitled to receive the appropriate number of rights, if any, and the certificates representing the Common Stock issued upon such conversion shall bear such legends, if any, in each case as may be provided by the terms of any stockholder rights plan adopted by the Company, as the same may be amended from time to time. Notwithstanding the foregoing, if prior to any conversion such rights have separated from the shares of Common Stock in accordance with the provisions of the applicable stockholder rights agreement, the Conversion Rate shall be adjusted at the time of separation as if the Company had distributed to all holders of the Common Stock, shares of the Company's capital stock, evidences of indebtedness, assets, property, rights or warrants as described in Section 4.04(c) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 5 COVENANTS

Section 5.01 Payment of Securities.

(a) The Company shall duly and punctually pay the principal of and interest (including Additional Interest and Special Interest, if any) on the Securities in accordance with the terms of the Securities and this

Indenture, and will duly comply with all the other terms, agreements and conditions contained in, or made in this Indenture for the benefit of, the Holders.

(b) A payment of principal or interest (including Additional Interest and Special Interest, if any) shall be considered paid on the date it is due if the Paying Agent (other than the Company) (or if the Company is the Paying Agent, the segregated account or separate trust fund maintained by the Company pursuant to Section 2.04) holds by 10:00 a.m., New York City time, on that date money, deposited by or on behalf of the Company sufficient to make the payment. Accrued and unpaid interest (including Additional Interest and Special Interest) on any Security that is payable (whether or not punctually paid or duly provided for) on any Interest Payment Date shall be paid to the Person in whose name that Security is registered at the close of business on the Regular Record Date for such interest at the office or agency of the Company maintained for such purpose. The Company shall, to the fullest extent permitted by law, pay interest in immediately available funds on overdue principal and interest at the annual rate borne by the Securities, which interest shall accrue from the date such overdue amount was originally due to the day preceding the date payment of such amount, including interest thereon, has been made or duly provided for. All such interest shall be payable on demand.

(c) Payment of the principal of and interest (including Additional Interest and Special Interest), if any, on the Securities shall be made at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York (which shall initially be the Corporate Trust Office of the Trustee) in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that at the option of the Company payment of interest (including Additional Interest and Special Interest) on any Certificated Securities having an aggregate principal amount of \$5,000,000 or less may be made by check mailed to the address of the Person entitled thereto as such address appears in the Register; *provided further* that a Holder of a Certificated Security having an aggregate principal amount of more than \$5,000,000 will be paid by wire transfer in immediately available funds at the election of such Holder if such Holder has provided wire transfer instructions to the Trustee at least 10 Business Days prior to the payment date. Any wire transfer instructions received by the Trustee will remain in effect until revoked by the Holder. In the case of a permanent Global Security, interest (including Additional Interest and Special Interest), if any, payable on any applicable payment date will be paid to the Depositary, with respect to that portion of such permanent Global Security held for its account by Cede & Co. for the purpose of permitting such party to credit the interest received by it in respect of such permanent Global Security to the accounts of the beneficial owners thereof.

Section 5.02 Reports by Company.

(a) The Company shall deliver to the Trustee copies of all annual reports, quarterly reports and other documents that it is required to file with the SEC pursuant to Sections 13 or 15(d) of the Exchange Act, within 15 days after such reports and other documents are required to be filed with the SEC (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). In the event the Company at any time is no longer subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company shall file with the Trustee all reports, if any, as may be required by the provisions of TIA Section 314(a).

(b) The Company intends to file the reports referred to in Section 5.02(a) hereof with the SEC in electronic form pursuant to Regulation S-T of the SEC using the SEC's Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system. The Company shall notify the Trustee in the manner prescribed herein of each such filing. The Trustee will be directed to access the EDGAR system for purposes of retrieving the reports so filed. Compliance with the foregoing shall constitute delivery by the Company of such reports to the Trustee in compliance with the provisions of Section 5.02(a) hereof. The Trustee shall have no duty to search for or obtain any electronic or other filings that the Company makes with the SEC, regardless of whether such filings are periodic, supplemental or otherwise.

(c) Delivery of such reports and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the compliance by the Company with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates).

Section 5.03 Compliance Certificates.

The Company and each Guarantor shall deliver to the Trustee, within one hundred twenty (120) days after the end of each fiscal year of the Company (beginning with the fiscal year ending December 31, 2009), an Officer's Certificate as to the signer's knowledge of the Company's compliance with all conditions and covenants on its part contained in this Indenture and stating whether or not the signer knows of any Default or Event of Default. If such signer knows of such a Default or Event of Default, the Officer's Certificate shall describe the Default or Event of Default and the efforts to remedy the same. For the purposes of this Section 5.03, compliance shall be determined without regard to any grace period or requirement of notice provided pursuant to the terms of this Indenture. Such certificates need not comply with Section 12.04 of this Indenture.

Section 5.04 Further Instruments and Acts.

Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 5.05 Maintenance of Corporate Existence.

Subject to Article 6, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect its corporate existence.

Section 5.06 Rule 144A Information Requirement.

Prior to the Resale Restriction Termination Date, the Company and each Guarantor agree that they shall, during any period in which it is not subject to Section 13 or 15(d) under the Exchange Act, upon the request of any Holder or beneficial holder of the Securities, make available to such Holder or beneficial holder of Securities or any Common Stock issued upon conversion thereof which continue to be Restricted Securities in connection with any sale thereof and any prospective purchaser of Securities or such Common Stock designated by such Holder or beneficial holder, the information required pursuant to Rule 144A(d)(4) under the Securities Act and it will take such further action as any Holder or beneficial holder of such Securities or such Common Stock may reasonably request, all to the extent required from time to time to enable such Holder or beneficial holder to sell its Securities or Common Stock without registration under the Securities Act within the limitation of the exemption provided by Rule 144A, as such Rule may be amended from time to time.

Section 5.07 Stay, Extension And Usury Laws.

The Company and each of the Guarantors covenant (to the extent that they may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law or other law which would prohibit or forgive the Company or any Guarantor from paying all or any portion of the principal of or accrued but unpaid interest (including Additional Interest and Special Interest (or both), if any) on the Securities as contemplated herein, wherever enacted, now or at any time hereafter in force, or which may affect the covenants or the performance of this Indenture, and the Company and each of the Guarantors (to the extent it may lawfully do so) hereby expressly waive all benefit or advantage of any such law and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.08 Payment of Additional Interest.

If Additional Interest or Special Interest (or both) is payable by the Company pursuant to the terms of the Securities and this Indenture, the Company shall deliver to the Trustee an Officer's Certificate to that effect stating (i) the amount of such Additional Interest and/or Special Interest that is payable, (ii) the reason why such Additional Interest and/or Special Interest is payable and (iii) the date on which such Additional Interest and/or Special Interest is payable. Unless and until a Trust Officer of the Trustee receives such a certificate, the Trustee may assume without inquiry that no such Additional Interest or Special Interest is payable. If the Company has paid Additional

Interest and/or Special Interest directly to the Persons entitled to such Additional Interest and/or Special Interest, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

Section 5.09 Maintenance of Office or Agency.

The Company shall maintain an office or agency where Securities may be presented or surrendered for payment. The Company also will maintain an office or agency where Securities may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities and this Indenture may be served. The office of the Trustee, at its Corporate Trust Office, will be such office or agency of the Company, unless the Company shall designate and maintain some other office or agency for one or more of such purposes. The Company will give prompt written notice to the Trustee of the location and any change in the location of any such offices or agencies. If at any time the Company shall fail to maintain any such required offices or agencies or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the office of the Trustee and the Company hereby appoints the Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Company may from time to time designate one or more other offices or agencies (in or outside of The City of New York) where the Securities may be presented or surrendered for any or all such purposes, and may from time to time rescind such designation. The Company will give prompt written notice to the Trustee of any such designation or rescission and any change in the location of any such office or agency.

Section 5.10 Additional Note Guarantees.

If the Company or any Guarantor acquires or creates another Subsidiary after the date of this Indenture and that newly acquired or created Subsidiary is a domestic wholly-owned Subsidiary of STC not created solely for the purpose of acting as a qualified intermediary, and effecting tax-deferred property exchanges within the meaning of Treasury Regulations promulgated under Internal Revenue Code Section 1031, and is not prohibited by law or regulation from providing a Guarantee, such Subsidiary will become a Guarantor and execute a Note Guarantee pursuant to a supplemental indenture in form and substance satisfactory to the Trustee and deliver an Opinion of Counsel to the Trustee within 10 business days of the date on which it was acquired or created to the effect that such supplemental indenture has been duly authorized, executed and delivered by that Subsidiary and constitutes a valid and binding agreement of that Subsidiary enforceable in accordance with its terms (subject to customary exceptions). The form of such Note Guarantee is attached as Exhibit B hereto.

Section 5.11 Shareholder Approval.

By not later than the regularly scheduled annual meeting of the shareholders of the Company next to occur following the date hereof, the Company shall seek approval of the shareholders of the Company to allow for the conversion in full of the Securities solely into shares of Common Stock. The Company's board of directors shall recommend to the Company's shareholders that such shareholders vote in favor of such proposal. In connection with such meeting of the shareholders of the Company, the Company shall (i) prepare and file with the SEC a preliminary proxy statement, and (ii) use its commercially reasonable efforts to respond to any comments of the SEC or its staff with respect to such proxy statement and to cause a definitive proxy statement related to such shareholders' meeting of the Company to be mailed to the Company's shareholders after clearance thereof by the SEC. If at any time prior to such shareholders' meeting there shall occur any event that is required to be set forth in an amendment or supplement to the proxy statement, the Company shall as promptly as practicable prepare and mail to its shareholders such an amendment or supplement. The Company agrees promptly to correct any information used in the proxy statement if and to the extent that such information shall have become false or misleading in any material respect, and the Company shall as promptly as practicable prepare and mail to its shareholders an amendment or supplement to correct such information to the extent required by applicable laws and regulations. If the foregoing proposal to the shareholders of the Company is not approved at the first meeting of the shareholders following the date hereof (or if such first meeting is adjourned before the vote of the Company's shareholders is taken with respect to such proposal), then, until the earlier of April 15, 2014 and the conversion of all outstanding Securities, the Company will continue to be subject to the obligations set forth in this Section 5.11 and shall use commercially reasonable efforts to obtain such approval at each subsequent regularly scheduled annual or special meeting of the shareholders of the Company.

ARTICLE 6

CONSOLIDATION; MERGER; SALE OF ASSETS

Section 6.01 Company May Consolidate, Etc., Only on Certain Terms.

(a) The Company shall not consolidate with or merge with or into any other Person and the Company shall not sell, convey, assign, transfer, lease or otherwise dispose of all or substantially all of the Company's assets to any Person in a single transaction or series of related transactions, unless:

(1) the person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer, or which leases all or substantially all of the properties and assets of the Company, shall be a corporation organized and validly existing under the laws of the United States of America or any State thereof or the District of Columbia, and shall expressly assume by a supplemental indenture, the due and punctual payment of the principal of, and interest on, including Additional Interest and Special Interest, if any, on all the Securities and the performance and observance of every covenant of this Indenture to be performed or observed on the part of the Company;

(2) immediately after giving effect to the transaction, no Default or Event of Default shall have occurred and be continuing; and

(3) the Company shall have, at or prior to the effective date of such consolidation or merger or sale, conveyance, assignment, transfer, lease or other disposition, delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, or merger or sale, conveyance, assignment, transfer, lease or other disposition complies with this Article 6.01 and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture complies with this Article, and that all conditions precedent herein provided for relating to such transaction have been complied with.

Section 6.02 Successor Substituted.

Upon any consolidation of the Company with, or merger of the Company into, any other Person or any sale, conveyance, assignment, transfer, lease or other disposition of all or substantially all of the Company's assets in accordance with Section 6.01, the successor Person formed by such consolidation or into which the Company is merged or to which such sale, conveyance, assignment, transfer, lease or other disposition is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein, and thereafter, except in the case of a lease, the predecessor Person shall be relieved of all obligations and covenants under this Indenture and the Securities.

ARTICLE 7

DEFAULT AND REMEDIES

Section 7.01 Events of Default.

(a) An "Event of Default" wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) a default in the payment of the principal amount or Fundamental Change Purchase Price with respect to any Security when such payment becomes due and payable; or

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- (2) a default for 30 days in the payment of any interest (including Additional Interest and Special Interest, if any) on the Securities; or
- (3) a failure by the Company to comply with its obligation to convert the Securities in accordance with the Indenture upon exercise of any Holder's conversion rights;
- (4) failure by the Company to provide a Fundamental Change Company Notice within the time required to provide such notice as set forth in Section 3.01(b) hereof; or
- (5) failure to purchase all or any part of the Securities in accordance with Section 3.01 hereof;
- (6) failure to perform or observe any other covenant or agreement in this Indenture with respect to the Securities (other than a covenant or agreement in respect of which the Company's non-compliance would otherwise be an event of default) and such default or breach continues for a period of 60 consecutive days after written notice to the Company by the Trustee or to the Company and the Trustee by the Holder of 25% or more in aggregate principal amount of the Securities then Outstanding;
- (7) an event of default as defined in any mortgage, indenture or instrument under which there may be issued, or by which there may be secured or evidenced, any indebtedness of the Company or any of its Subsidiaries for money borrowed in excess of \$20 million, whether such indebtedness now exists or shall hereafter be created, shall happen and shall result in such indebtedness becoming or being declared due and payable prior to the date on which it would otherwise become due and payable, and such acceleration shall not be rescinded or annulled, or such indebtedness shall not have been discharged, within a period of 10 days after there shall have been given to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Securities then Outstanding, a written notice specifying such event of default and requiring that such acceleration be rescinded or annulled or such indebtedness to be discharged;
- (8) a final judgment for the payment of \$20 million or more (excluding any amounts covered by insurance) rendered against the Company or any Significant Subsidiary of the Company, which judgment is not discharged or stayed within 60 days after (i) the date on which the right to appeal or petition for review thereof has expired if no such appeal or review has commenced, or (ii) the date on which all rights to appeal or petition for review have been extinguished;
- (9) the Company or any Significant Subsidiary of the Company pursuant to or within the meaning of any Bankruptcy Law:
- (A) commences a voluntary insolvency proceeding;
 - (B) consents to the entry of an order for relief against it in an involuntary insolvency proceeding or consents to its dissolution or winding-up;
 - (C) consents to the appointment of a custodian of it or for any substantial part of its property; or
 - (D) makes a general assignment for the benefit of its creditors;
- or takes any comparable action under any foreign laws relating to insolvency; *provided, however*, that the liquidation of any Subsidiary into another Subsidiary, other than as part of a credit reorganization, shall not constitute an Event of Default under this Section 7.01(a)(9);
- (10) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:

- (A) is for relief against the Company or any Significant Subsidiary of the Company in an involuntary insolvency proceeding;
- (B) appoints a custodian of the Company or any Significant Subsidiary of the Company for any substantial part of their property;
- (C) orders the winding-up, liquidation or dissolution of the Company or any Significant Subsidiary of the Company;
- (D) orders the presentation of any plan or arrangement, compromise or reorganization of the Company or any Significant Subsidiary of the Company; or
- (E) grants any similar relief under any foreign laws;

and in each such case the order or decree remains unstayed and in effect for 90 days; or

(11) except as permitted by this Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any Person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee.

(b) Notwithstanding Section 7.01(a) no Event of Default under clauses (6) and (7) of Section 7.01(a) shall occur until the Trustee notifies the Company in writing, or the Holders of at least 25% in aggregate principal amount of the Securities then Outstanding notify the Company and the Trustee in writing, of the Default (a "Notice of Default"), and the Company does not cure the Default within the time specified in clauses (6) and (7) of Section 7.01(a), or obtain a waiver, after receipt of such notice. A notice given pursuant to this Section 7.01 shall be given by registered or certified mail, must specify the Default, demand that it be remedied and state that the notice is a Notice of Default. When any Default under this Section 7.01 is cured, it ceases.

(c) The Company will deliver to the Trustee, within 30 days after becoming aware of the occurrence of a Default or Event of Default, written notice thereof.

Section 7.02 Acceleration; Special Interest.

If an Event of Default (other than an Event of Default specified in clause (9) or (10) of Section 7.01(a)) shall occur and be continuing with respect to this Indenture, the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may, and the Trustee at the request of such Holders shall, declare all unpaid principal of and accrued interest (including Additional Interest and Special Interest), if any, on all Securities through the date of such declaration to be due and payable, by a notice in writing to the Company (and to the Trustee if given by the Holders of the Securities). Upon any such declaration, such principal and interest (including Additional Interest and Special Interest), if any, shall become due and payable immediately. If an Event of Default specified in clause (9) or (10) of Section 7.01(a) occurs and is continuing, then all the Securities shall ipso facto become and be due and payable immediately in an amount equal to the principal amount of the Securities, together with accrued and unpaid interest (including Additional Interest and Special Interest), if any, to the date the Securities become due and payable, without any declaration or other act on the part of the Trustee or any Holder. Thereupon, the Trustee may, at its discretion, proceed to protect and enforce the rights of the Holders of the Securities by appropriate judicial proceedings.

After a declaration of acceleration with respect to the Securities, but before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Holders of a majority in aggregate principal amount of the Securities Outstanding, by written notice to the Company and the Trustee, may rescind and annul such declaration and its consequences if:

- (a) the Company has paid or deposited with the Trustee a sum sufficient to pay

- (1) all sums paid or advanced by the Trustee under this Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel,
- (2) all overdue interest (including Additional Interest and Special Interest), if any, on all Outstanding Securities,
- (3) the principal of any Outstanding Securities which have become due otherwise than by such declaration of acceleration and interest (including Additional Interest and Special Interest) thereon at the rate borne by the Securities, and
- (4) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Securities;
- (b) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and
- (c) all Defaults or Events of Default, other than the non-payment of principal of and interest on the Securities which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 7.13. No such rescission shall affect any subsequent Default or impair any right consequent thereon.

Notwithstanding the foregoing, except as provided in Section 7.16, to the extent elected by the Company, the sole remedy for an Event of Default relating to the failure by the Company to comply with the provisions of Section 5.02 of this Indenture and for any failure to comply with Section 314(a)(1) of the Trust Indenture Act shall, for the first 365 days after the occurrence of such an Event of Default, consist exclusively of the right to receive special interest (“Special Interest”) on the Securities at an annual rate equal to 0.50% of the principal amount of the Securities. Such Special Interest shall be paid semi-annually in arrears, with the first semi-annual payment due on the first Interest Payment Date following the date on which such Special Interest began to accrue on the Securities. Special Interest shall accrue on all Outstanding Securities from and including the date on which an Event of Default relating to a failure to comply with the provisions of Section 5.02 or failure to comply with Section 314(a)(1) of the Trust Indenture Act shall first occur to but not including the 180th day thereafter (or such earlier date on which such Event of Default shall have been cured or waived by Holders of a majority in principal amount of the Outstanding Securities). On such 365th day (or earlier, if the Event of Default relating to the failure to comply with Section 5.02 and failure to comply with Section 314(a)(1) of the Trust Indenture Act is cured or waived prior to such 180th day), such Special Interest shall cease to accrue and, if the Event of Default relating to the failure to comply with Section 5.02 and failure to comply with Section 314(a)(1) of the Trust Indenture Act shall not have been cured or waived prior to such 365th day, the Securities shall be subject to acceleration as provided in this Section 7.02. The provisions of this paragraph shall not affect the rights of Holders in the event of the occurrence of any other Event of Default. In the event the Company shall not elect to pay Special Interest upon an Event of Default resulting from the failure of the Company to comply with the provisions of Section 5.02 and for any failure by it to comply with Section 314(a)(1) of the Trust Indenture Act, the Securities shall be subject to acceleration as provided above in this Section 7.02.

If the Company shall elect to pay Special Interest in connection with an Event of Default relating to its failure to comply with the requirements of Section 5.02 and for any failure by it to comply with Section 314(a)(1) of the Trust Indenture Act, (1) the Company shall notify all Holders and the Trustee and Paying Agent of such election on or before the close of business on the Business Day immediately preceding the day on which such Event of Default shall first occur, and (2) all references herein to interest accrued or payable as of any date shall include any Special Interest accrued or payable as of such date as provided in this Section 7.02.

Section 7.03 Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if:

(a) default is made in the payment of any interest (including Additional Interest and Special Interest), if any, on any Security when such interest becomes due and payable and such default continues for a period of 30 days, or

(b) default is made in the payment of the principal of any Security at the Stated Maturity thereof,

the Company will, upon demand of the Trustee, pay to it, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal and interest (including Special Interest, if any), with interest upon the overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon overdue installments of interest, at the rate borne by the Securities; and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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

If an Event of Default occurs and is continuing, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Holders under this Indenture by such appropriate private or judicial proceedings as the Trustee shall deem most effectual to protect and enforce such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy, subject however to Section 7.12. No recovery of any such judgment upon any property of the Company shall affect or impair any rights, powers or remedies of the Trustee or the Holders.

Section 7.04 Trustee May File Proofs of Claim.

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

(a) to file and prove a claim for the whole amount of principal and interest (including Special Interest, if any) owing and unpaid in respect of the Securities and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 8.07.

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

Section 7.05 Trustee May Enforce Claims Without Possession of Securities.

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

Section 7.06 Application of Money Collected.

Any money collected by the Trustee pursuant to this Article 7 or otherwise on behalf of the Holders or the Trustee pursuant to this Article 7 or through any proceeding or any arrangement or restructuring in anticipation or in lieu of any proceeding contemplated by this Article 7 and any money or other property distributable in respect of the Company's obligations under this Indenture after an Event of Default shall be applied, subject to applicable law, in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or interest, upon presentation of the 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 the Trustee (or any predecessor trustee) under Section 8.07;

SECOND: To the payment of the amounts then due and unpaid upon the Securities for principal and interest (including Additional Interest and Special Interest, if any), in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and interest (including Additional Interest and Special Interest, if any); and

THIRD: The balance, if any, to the Person or Persons entitled thereto, including the Company, provided that all sums due and owing to the Holders and the Trustee have been paid in full as required by this Indenture.

Section 7.07 Limitation on Suits.

Subject to Section 7.08, no Holder of any Securities shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture or the Securities, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the Securities;

(b) the Holders of not less than 25% in aggregate principal amount of the Outstanding Securities shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as trustee hereunder;

(c) such Holder or Holders have offered to the Trustee security or indemnity satisfactory to the Trustee against any loss, liability or expense (including fees and expenses of its counsel) to be incurred in compliance with such request;

(d) the Trustee has failed to institute the proceeding and has not received direction inconsistent with the original request from the Holders of a majority in principal amount of the Outstanding Securities within 60 days after the original request;

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

Section 7.08 Unconditional Right of Holders to Receive Payment and to Convert.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Security to receive payment of the principal amount, accrued and unpaid interest, if any, Fundamental Change Purchase Price, Additional Interest, if any, or Special Interest, if any, in respect of the Securities held by such Holder, on or after the respective due dates expressed in the Securities and this Indenture (whether upon repurchase or otherwise), and to convert such Security in accordance with Article 4, and to bring suit for the enforcement of any such payment on or after such respective due dates or for the right to convert in accordance with Article 4, is absolute and unconditional and shall not be impaired or affected without the consent of the Holder.

Section 7.09 Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Holder, then and in every such case the Company, any other obligor on the Securities, the Trustee and the Holders shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Holders shall continue as though no such proceeding had been instituted.

Section 7.10 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 remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.11 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Security to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 7 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

Section 7.12 Control by Holders.

The Holders of not less than a majority in aggregate principal amount of the Outstanding Securities shall have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, provided that:

(a) such direction shall not be in conflict with any rule of law or with this Indenture, expose the Trustee to personal liability or expenses for which the Trustee has not received adequate indemnity as determined by it in good faith or be unduly prejudicial to Holders not joining therein; and

(b) subject to the provisions of Section 315 of the TIA, the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 7.13 Waiver of Past Defaults.

Subject to Section 7.08, the Holders of a majority in aggregate principal amount of the Securities then Outstanding by notice to the Trustee may waive an existing Default or Event of Default and its consequences, except an uncured Default or Event of Default in the payment of the principal of or any accrued but unpaid interest (including Additional Interest and Special Interest) on any Security, an uncured failure by the Company to convert any Securities into Common Stock and cash, as applicable, or any Default or Event of Default in respect of any

provision of this Indenture or the Securities which, under Section 10.02, cannot be modified or amended without the consent of the Holder of each Security affected. When a Default or Event of Default is waived, it is cured and ceases to exist.

Section 7.14 Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant, but the provisions of this Section shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Securities, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or interest (including Additional Interest and Special Interest, if any) on, any Security on or after the respective Stated Maturities expressed in such Security (or, in the case of purchase pursuant to Article 3 hereof, on the Specified Repurchase Date or the Fundamental Change Purchase Date, as the case may be).

Section 7.15 Remedies Subject to Applicable Law.

All rights, remedies and powers provided by this Article 7 may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Indenture are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Indenture invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 7.16 Additional Interest

- (a) If:
- (i) at any time during the six-month period beginning on, and including, the date which is six months after the last date on which any Securities are originally issued under this Indenture, (A) the Company fails to timely file any document or report that it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after giving effect to all applicable grace periods thereunder and other than reports on Form 8-K), or (B) the Securities are not otherwise freely tradable by Holders who are not Affiliates of the Company (as a result of restrictions pursuant to U.S. securities law or the terms of this Indenture or the Securities), or
 - (ii) as of the date that is one year after the last date on which any Securities are originally issued under this Indenture, the Restrictive Legend on the Securities has not been removed or the Securities are not otherwise freely tradable by Holders who are not Affiliates of the Company (without restrictions pursuant to U.S. securities law or the terms of this Indenture or the Securities) (each such event referred to in clauses (i) and (ii), a "Restricted Transfer Default"),

and the Company has not cured any such Restricted Transfer Default by the date that is 14 calendar days following the occurrence of such Restricted Transfer Default (such date, the "Restricted Transfer Triggering Date"), then the Company will be required to pay Additional Interest in cash on the Securities. Additional Interest on the Securities will accrue with respect to the first 90-day period (or portion thereof) following the Restricted Transfer Triggering Date for each day that a Restricted Transfer Default is continuing at a rate equal to 0.25% per annum of the principal amount of Securities, which rate will increase by an additional 0.25% per annum of the principal amount of the Securities for each subsequent 90-day period (or portion thereof) while a Restricted Transfer Default is continuing until all Restricted Transfer Defaults have been cured, up to a maximum of 0.50% of the principal amount of the

Securities. Following the cure of all Restricted Transfer Defaults, the accrual of Additional Interest arising from Restricted Transfer Defaults will cease.

(b) Additional Interest payable in accordance with Sections 7.16(a) shall be payable in arrears on each Interest Payment Date for the Securities following accrual in the same manner as regular interest on the Securities.

(c) Notwithstanding the foregoing, if the Restrictive Legend on the Securities has not been removed pursuant to Section 2.18 or the Securities are not otherwise freely tradable by Holders other than the Company's Affiliates (as a result of restrictions pursuant to U.S. securities law or the terms of this Indenture or the Securities), the Company shall have the right to designate an effective shelf registration statement for the resale by the Holders of the Securities or holders of any shares of Common Stock issuable upon conversion of the Securities. Additional Interest shall not accrue for each day on which such registration statement remains effective and usable by Holders for the resale of the Securities or any shares of Common Stock. Any such registration shall be effected on terms customary for convertible securities generally offered in reliance upon Rule 144A under the Securities Act.

(d) During the period of one year after the last date on which any of the Securities are originally issued, the Company will not, and will not permit any of its "affiliates" (as defined in Rule 144 under the Securities Act) to, resell any of the Securities that have been reacquired by any of them.

ARTICLE 8

TRUSTEE

Section 8.01 Duties of Trustee.

(a) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs;

(b) Except during the continuance of an Event of Default:

(1) the Trustee undertakes to perform those duties and only those duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

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

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this clause (c) does not limit the effect of clauses (b) or (d) of this Section 8.01;

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

(3) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction of the Holders of a majority in principal amount of Outstanding Securities relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture;

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

(e) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to clauses (a), (b), (c), (d) and (f) of this Section 8.01; and

(f) The Trustee shall not be liable for interest on any money or assets received by it except as the Trustee may agree with the Company. Assets held in trust by the Trustee need not be segregated from other assets except to the extent required by law.

(g) Notwithstanding anything to the contrary in this Indenture, the Trustee shall have no obligation to determine the Note Trading Price unless the Company requests such determination.

Section 8.02 Notice of Default.

Within 90 days after the occurrence of any Default known to the Trustee, the Trustee shall transmit by mail to all Holders and any other Persons entitled to receive reports pursuant to Section 313(c) of the TIA, as their names and addresses appear in the Security Register, notice of such Default hereunder known to the Trustee, unless such Default shall have been cured or waived; *provided, however*, that, except in the case of a Default in the payment of the principal of or interest on any Security, the Trustee shall be protected in withholding such notice if and so long as a trust committee of Trust Officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Holders.

Section 8.03 Certain Rights of Trustee.

Subject to the provisions of Section 8.01 hereof:

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

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

(c) the Trustee may consult with counsel of its selection and any advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

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

(e) the Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion, rights or powers conferred upon it by this Indenture;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, appraisal, bond, debenture, note, coupon, security or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may deem fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and

premises of the Company, personally or by agent or attorney at the sole cost of the Company and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation;

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

(h) the Trustee shall not be charged with knowledge of any Default or Event of Default with respect to the Securities unless either (i) a Trust Officer of the Trustee shall have actual knowledge of such Default or Event of Default or (ii) written notice of such Default or Event of Default shall have been given to the Trustee at its Corporate Trust Office by the Issuer or by any Holder of Securities;

(i) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate;

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

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

(l) the Trustee may request that the Company deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any person authorized to sign an Officer's Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded;

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

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

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

(p) in no event shall the Trustee be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

Section 8.04 Trustee Not Responsible for Recitals, Dispositions of Securities or Application of Proceeds Thereof.

The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. The Trustee shall not be accountable for the use or application by the Company of Securities or the proceeds thereof.

Section 8.05 Trustee and Agents May Hold Securities; Collections; etc.

The Trustee, any Paying Agent, Registrar, Conversion Agent or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities, with the same rights it would have if it were not the Trustee, Paying Agent, Registrar, Conversion Agent or such other agent and, subject to TIA Sections 310 and 311, may otherwise deal with the Company and receive, collect, hold and retain collections from the Company with the same rights it would have if it were not the Trustee, Paying Agent, Registrar, Conversion Agent or such other agent.

Section 8.06 Money Held in Trust.

All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by mandatory provisions of law.

Section 8.07 Compensation and Indemnification of Trustee and Its Prior Claim.

The Company covenants and agrees to pay to the Trustee from time to time, and the Trustee shall be entitled to, such compensation as the parties shall agree in writing from time to time 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 covenants and agrees to pay or reimburse the Trustee and each predecessor Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by or on behalf of the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and of all agents and other persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence, bad faith or willful misconduct. The Company also covenants and agrees to indemnify the Trustee and each predecessor Trustee for, and to hold it harmless against, any claim, loss, liability, tax, assessment or other governmental charge (other than taxes applicable to the Trustee's compensation hereunder) or expense incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of this Indenture or the trusts hereunder and its duties hereunder, including enforcement of this Section 8.07 and also including any liability which the Trustee may incur as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses of defending itself against or investigating any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The obligations of the Company under this Section 8.07 to compensate and indemnify the Trustee and each predecessor Trustee and to pay or reimburse the Trustee and each predecessor Trustee for reasonable expenses, disbursements and advances shall constitute an additional obligation hereunder and, together with the lien referred in the next sentence, shall survive the satisfaction and discharge, and termination for any reason, of this Indenture and the resignation or removal of the Trustee and each predecessor Trustee. To secure the Company's obligations in this Section 8.07, the Trustee shall have a lien prior to the Securities on all money and property held or collected by the Trustee, other than money or property held in trust for the payment of principal of or interest on particular Securities.

"Trustee" for purposes of this Section shall include any predecessor Trustee; provided, however, that the negligence, willful misconduct or bad faith of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

Without prejudice to its other rights hereunder, when the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 7.01(a)(6) or Section 7.01(a)(7), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable Federal or State bankruptcy, insolvency or other similar law.

Section 8.08 Conflicting Interests.

The Trustee shall comply with the provisions of Section 310(b) of the TIA provided, however, that there shall be excluded from the operation of Section 310(b)(1) of the TIA any indenture or indentures under which other

securities or certificates of interest or participation in other securities of the Company are outstanding if the requirements for such exclusion set forth in TIA §310(b)(1) are met.

Section 8.09 Trustee Eligibility.

There shall at all times be a Trustee hereunder which shall be eligible to act as trustee under TIA Section 310(a) and which shall have a combined capital and surplus of at least \$50,000,000, to the extent there is an institution eligible and willing to serve. If the Trustee does not have a Corporate Trust Office in The City of New York, the Trustee may appoint an agent in The City of New York reasonably acceptable to the Company to conduct any activities which the Trustee may be required under this Indenture to conduct in The City of New York. If such Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section 8.09, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 8.09, the Trustee shall resign immediately in the manner and with the effect hereinafter specified in this Article 8.

Section 8.10 Resignation and Removal; Appointment of Successor Trustee.

(a) No resignation or removal of the Trustee and no appointment of a successor trustee pursuant to this Article 8 shall become effective until the acceptance of appointment by the successor trustee under Section 8.11.

(b) The Trustee, or any trustee or trustees hereafter appointed, may at any time resign by giving written notice thereof to the Company. Such resignation shall take effect upon the appointment of a successor Trustee and the acceptance of such appointment by such successor Trustee. If the instrument of acceptance by a successor Trustee required by Section 8.11 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation or of any removal of the Trustee as hereinafter provided, the resigning or removed Trustee may at the Company's expense petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities.

(c) The Trustee may be removed at any time for any cause or for no cause by an Act of the Holders of not less than a majority in aggregate principal amount of the Outstanding Securities, delivered to the Trustee and to the Company.

(d) If at any time:

(1) the Trustee shall fail to comply with the provisions of TIA Section 310(b) after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months,

(2) the Trustee shall cease to be eligible under Section 8.09 and shall fail to resign after written request therefor by the Company or by any Holder who has been a bona fide Holder of a Security for at least six months, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any case, (i) the Company may remove the Trustee, or (ii) subject to Section 7.14, the Holder of any Security who has been a bona fide Holder of a Security 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 and the appointment of a successor trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor trustee.

(e) If the Trustee shall be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Company shall promptly appoint a successor trustee and shall comply with the applicable requirements of Section 8.11. If, within 60 days after such removal or incapability, or the occurrence of such vacancy, the Company has not appointed a successor Trustee, a successor trustee shall be appointed by the Act of the Holders of a majority in principal amount of the Outstanding Securities delivered to the Company and the retiring Trustee. Such successor trustee so appointed shall forthwith upon its acceptance of such appointment become the successor trustee. If no successor trustee shall have been so appointed by the Company or the Holders of the Securities and accepted appointment in the manner hereinafter provided, the Trustee or the Holder of any Security who has been a bona fide Holder for at least six months may, subject to Section 7.14, on behalf of himself and all others similarly situated, petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor trustee.

(f) The Company shall give notice of each resignation and each removal of the Trustee and each appointment of a successor trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Securities as their names and addresses appear in the register of the Registrar. Each notice shall include the name of the successor trustee and the address of its Corporate Trust Office or agent hereunder.

Section 8.11 Acceptance of Appointment by Successor.

(a) Every successor trustee appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee as if originally named as Trustee hereunder; but, nevertheless, on the written request of the Company or the successor trustee, upon payment of its charges pursuant to Section 8.07 then unpaid, such retiring Trustee shall pay over to the successor trustee all moneys at the time held by it hereunder, subject nevertheless to its lien provided for in Section 8.07, and shall execute and deliver an instrument transferring to such successor trustee all such rights, powers, trusts and duties. Upon request of any such successor trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers.

(b) No successor trustee with respect to the Securities shall accept appointment as provided in this Section 8.11 unless at the time of such acceptance such successor trustee shall be eligible to act as trustee under the provisions of TIA Section 310(a) and this Article 8 and shall have a combined capital and surplus of at least \$50,000,000 and have a Corporate Trust Office or an agent selected in accordance with Section 8.09.

(c) Upon acceptance of appointment by any successor trustee as provided in this Section 8.11, the Company shall give notice thereof to the Holders of the Securities, by mailing such notice to such Holders at their addresses as they shall appear on the Security Register. If the acceptance of appointment is substantially contemporaneous with the appointment, then the notice called for by the preceding sentence may be combined with the notice called for by Section 8.10. If the Company fails to give such notice within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be given at the expense of the Company.

Section 8.12 Merger, Conversion, Consolidation or Succession to Business.

Any Person into which the Trustee may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Trustee (including the trust created by this Indenture) shall be the successor of the Trustee hereunder, *provided* that such Person shall be eligible under TIA Section 310(a) and this Article 8 and shall have a combined capital and surplus of at least \$50,000,000 and have a Corporate Trust Office or an agent selected in accordance with Section 8.09, 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 any of the 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 Securities so authenticated; and, in case at

that time any of the Securities shall not have been authenticated, any successor to the Trustee may authenticate such Securities either in the name of any predecessor hereunder or in the name of the successor trustee; and in all such cases such certificate shall have the full force which it is anywhere in the Securities or in this Indenture provided that the certificate of the Trustee shall have; provided that the right to adopt the certificate of authentication of any predecessor Trustee or to authenticate Securities in the name of any predecessor Trustee shall apply only to its successor or successors by merger, conversion or consolidation.

Section 8.13 Preferential Collection of Claims Against Company.

If and when the Trustee shall be or become a creditor of the Company (or other obligor under the Securities), the Trustee shall be subject to the provisions of the TIA regarding the collection of claims against the Company (or any such other obligor). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein.

Section 8.14 Reports By Trustee.

(a) Within 60 days after May 15 of each year commencing with the first May 15 after the issuance of Securities, the Trustee, if so required under the TIA, shall transmit by mail to all Holders, in the manner and to the extent provided in TIA Section 313(c), a brief report dated as of such May 15 in accordance with and with respect to the matters required by TIA Section 313(a). The Trustee shall also transmit by mail to all Holders, in the manner and to the extent provided in TIA Section 313(c), a brief report in accordance with and with respect to the matters required by TIA Section 313(b)(2).

(b) A copy of each report transmitted to Holders pursuant to this Section 8.14 shall, at the time of such transmission, be mailed to the Company and filed with each national securities exchange, if any, upon which the Securities are listed and also with the SEC. The Company will notify the Trustee promptly if the Securities are listed on any national securities exchange and of any delisting thereof.

ARTICLE 9

SATISFACTION AND DISCHARGE OF INDENTURE

Section 9.01 Satisfaction and Discharge of Indenture.

(a) This Indenture shall cease to be of further force and effect (except as to any surviving rights of conversion, registration of transfer or exchange of Securities herein expressly provided for and except as further provided below), and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when either:

(1) all Securities theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 2.08 and (ii) Securities for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company as provided in Section 2.04) have been delivered to the Trustee for cancellation; or

(2) all such Securities not theretofore delivered to the Trustee for cancellation have become due and payable, whether on the Final Maturity Date or a Fundamental Change Purchase Date, upon conversion or otherwise,

provided, that

(i) the Company has deposited with the Trustee, a Paying Agent (other than the Company or any of its Affiliates) or a Conversion Agent, if applicable, immediately available funds and/or shares of Common Stock, if applicable, in trust for the purpose of and in an amount sufficient to pay and discharge all indebtedness and obligations related to such Securities not theretofore delivered to the Trustee for cancellation, for principal and interest (including

Additional Interest and Special Interest, if any) to the date of such deposit and/or for the payment of amounts due upon conversion;

(ii) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and

(iii) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein relating to the satisfaction and discharge of this Indenture have been complied with.

(b) Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company with respect to the Trustee under Section 8.07 and, if money shall have been deposited with the Trustee pursuant to clause (2) of Section 9.01(a), the provisions of Sections 2.03, 2.04, 2.05, 2.06, 2.07, 2.08, 2.13 and 5.01 and this Article 9 shall survive until the Securities have been paid in full.

Section 9.02 Application of Trust Money.

Subject to the provisions of the last paragraph of Section 2.04, all United States dollars deposited with the Trustee pursuant to Section 9.01 shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Persons entitled thereto, of the principal of and interest (including the Company acting as its own Paying Agent) on, the Securities for whose payment such United States dollars have been deposited with the Trustee.

Section 9.03 Reinstatement.

If the Trustee, any Paying Agent or any Conversion Agent is unable to apply any money in accordance with Section 9.02 by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Securities shall be revived and reinstated as though no deposit had occurred pursuant to Section 9.01 until such time as the Trustee, such Paying Agent or such Conversion Agent is permitted to apply all such money in accordance with Section 9.02; *provided, however*, that if the Company has made any payment of the principal of or interest (including Additional Interest and special Interest, if any) on any Securities because of the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Securities to receive any such payment from the money held by the Trustee, such Paying Agent or such Conversion Agent.

ARTICLE 10

AMENDMENTS; SUPPLEMENTS AND WAIVERS

Section 10.01 Without Consent of Holders.

(a) The Company, the Guarantors and the Trustee may amend or supplement this Indenture, the Note Guarantees or the Securities without notice to or consent of any Holder of a Security for the purpose of:

- (1) evidencing the succession of another corporation to the Company and the assumption by that successor corporation of the Company's or a Guarantor's obligations under this Indenture and the Securities and the Note Guarantees;
- (2) adding to the covenants of the Company or add any rights for the benefit of the Holders or surrendering any right or power conferred upon the Company;
- (3) securing the obligations of the Company or adding guarantees in respect of the Securities;

- (4) evidencing and providing for the acceptance of the appointment of a successor trustee in accordance with Article 8;
- (5) complying with the requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA;
- (6) providing for conversion rights of Holders if any reclassification or change of Common Stock or any consolidation, merger or sale of all or substantially all of the Company's property and assets occurs or otherwise complying with the provisions of this Indenture in the event of a merger, consolidation or transfer of assets (including the provisions of Section 4.10 and Article 6);
- (7) to allow any Guarantor to execute a supplemental indenture and/or Note Guarantee with respect to the Securities;
- (8) establishing the forms or terms of the Securities or the Note Guarantees;
- (9) curing any ambiguity, omission, defect or inconsistency in the Indenture, correcting or supplementing any provision in the Indenture, or making any other provisions with respect to matters or questions arising under the Indenture, so long as the interests of Holders of Securities are not adversely affected in any material respect under this Indenture;
- (10) to conform the provisions of the Indenture or the Securities to the corresponding description of the Securities contained in the applicable offering memorandum; or
- (11) making any change that will not adversely affect the rights of the Holders in any material respect.

Section 10.02 With Consent of Holders.

(a) The Company and the Trustee may amend or supplement this Indenture, the Note Guarantees and the Securities with the consent of the Holders of at least a majority in aggregate principal amount of the Outstanding Securities. However, without the written consent of each Holder affected, an amendment or supplement may not:

- (1) change the Stated Maturity of any payment of principal of or any installment of interest on any Security (including the payment of Additional Interest or Special Interest, if any);
- (2) reduce the principal amount of Securities or alter the manner or rate of accrual of interest (including Additional Interest or Special Interest) on the Securities;
- (3) reduce the Fundamental Change Purchase Price payable with respect to any of the Securities;
- (4) change the Company's obligation to repurchase any Security upon a Fundamental Change in a manner adverse to such Holder;
- (5) change any place of payment where, or the currency in which, any principal or interest (including Additional Interest or Special Interest) in respect of any Security is payable;
- (6) make any change that adversely affects the conversation rights of any Holder of Securities;
- (7) impair the right of any Holder of a Security to receive payment of principal and interest (including any Additional Interest or Special Interest) on such Holders' Securities when due;

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

(9) reduce the percentage in principal amount of the Securities, the consent of whose Holders is required to amend or supplement this Indenture, the Note Guarantees or the Securities, or the consent of whose Holders is required for any waiver of compliance with various provisions of this Indenture, the Note Guarantees or the Securities or various defaults thereunder and their consequences provided for in the Indenture;

(10) modify any of the foregoing provisions described in clause (9) above except to increase any such percentage or to provide that other provisions of this Indenture or the Securities cannot be modified or waived without the consent of the Holder of each outstanding Security affected thereby; or

(11) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except in accordance with the terms hereof.

(b) Without limiting the provisions of Section 10.02(a) hereof, the Holders of a majority in aggregate principal amount of the Securities then outstanding may, on behalf of all the Holders of all Securities, (i) waive compliance by the Company with the restrictive provisions of this Indenture, and (ii) waive any past Default or Event of Default under this Indenture and its consequences, except an uncured failure to pay any amounts due or to deliver amounts due upon conversion, with respect to the Securities, or in respect of any provision which under this Indenture cannot be modified or amended without the consent of the Holder of each outstanding Security affected.

(c) Upon delivery to the Trustee of a Company Request, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid, if required, the Trustee shall, subject to Section 10.03, join with the Company in the execution of such supplemental indenture.

(d) It shall not be necessary for any Act of Holders under this Section 10.02 to approve the particular form of any proposed supplemental indenture but it shall be sufficient if such Act shall approve the substance thereof.

Section 10.03 Execution of Supplemental Indentures and Agreements.

In executing, or accepting the additional trusts created by, any supplemental indenture, agreement, instrument or waiver permitted by this Article 10 or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, in addition to the documents required by Section 12.04, and (subject to Section 8.01 and Section 8.03(a) hereof) shall be fully protected in relying upon, an Opinion of Counsel and an Officer's Certificate each stating that the execution of such supplemental indenture, agreement or instrument, or acceptance of any such additional trust, is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture, agreement or instrument, or accept any such additional trusts, which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 10.04 Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article 10, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 10.05 Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article 10 shall conform to the requirements of the TIA as then in effect.

Section 10.06 Reference in Securities to Supplemental Indentures.

Securities authenticated and delivered after the execution of any supplemental indenture pursuant to this Article 10 may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Securities so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Securities.

Section 10.07 Notice of Supplemental Indentures.

Promptly after the execution by the Company and the Trustee of any supplemental indenture pursuant to the provisions of Section 10.02, the Company shall give notice thereof to the Holders of each Outstanding Security affected, in the manner provided for in Section 12.02, setting forth in general terms the substance of such supplemental indenture. 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.

ARTICLE 11
NOTE GUARANTEES

Section 11.01 Guarantee.

(a) Subject to this Article 11, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Security authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Securities or the obligations of the Company hereunder or thereunder, that:

(1) the principal of, Additional Interest and Special Interest, if any, and interest on, the Securities will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Securities, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) in case of any extension of time of payment or renewal of any Securities or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a Guarantee of payment and not a Guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Securities or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Securities with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Securities and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or

the Guarantors, any amount paid either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand:

(1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 7 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and

(2) in the event of any declaration of acceleration of such obligations as provided in Article 7 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

The Guarantors will have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 11.02 Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Securities, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Transfer Act or any similar federal, state, provincial or other applicable law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 11, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 11.03 Execution and Delivery of Note Guarantee.

To evidence its Note Guarantee set forth in Section 11.01 hereof, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form attached as Exhibit B hereto will be endorsed by an Officer of such Guarantor on each Security authenticated and delivered by the Trustee and that this Indenture will be executed on behalf of such Guarantor by one of its Officers.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 11.01 hereof will remain in full force and effect notwithstanding any failure to endorse on each Security a notation of such Note Guarantee.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Security on which a Note Guarantee is endorsed, the Note Guarantee will be valid nevertheless.

The delivery of any Security by the Trustee, after the authentication thereof hereunder, will constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

In the event that the Company or any Guarantor acquires or creates another Subsidiary after the date of this Indenture, if required by Section 5.10 hereof, the Company will cause such Subsidiary to comply with the provisions of Section 5.10 hereof and this Article 11, to the extent applicable.

Section 11.04 Guarantors May Consolidate, etc., on Certain Terms.

A Guarantor may not sell or otherwise dispose of all or substantially all of their assets (other than assets determined to be held by such Guarantor as a qualified intermediary on behalf of third-party taxpayers pursuant to Internal Revenue Code Section 1031) to, or amalgamate or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company, unless:

- (1) immediately after giving effect to that transaction, no Default or Event of Default exists; and
- (2) the Person acquiring the assets in any such sale or disposition or the Person formed by or surviving any such amalgamation, consolidation or merger assumes all the obligations of such Guarantor under this Indenture and a Note Guarantee pursuant to a supplemental indenture reasonably satisfactory to the Trustee.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Securities and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor Person will succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Securities issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued will in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Section 11.05 Releases.

Upon satisfaction and discharge of this Indenture in accordance with Article 9 hereof, each Guarantor will be released and relieved of any obligations under its Note Guarantee.

Any Guarantor, not released from its obligations under its Note Guarantee as provided in Section 11.04 or this Section 11.05, will remain liable for the full amount of principal of and interest and Additional Interest and Special Interest, if any, on the Securities and for the other obligations of any Guarantor under this Indenture as provided in this Article 11.

ARTICLE 12
MISCELLANEOUS

Section 12.01 Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with any provision of the TIA or another provision which is required or deemed to be included in this Indenture by any of the provisions of the TIA, the provision or requirement of the TIA shall control. If any provision of this Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be.

Section 12.02 Notices.

Any demand, authorization notice, request, consent or communication shall be given in writing and mailed by first-class mail, postage prepaid, or delivered by recognized overnight courier addressed as follows or transmitted by facsimile transmission (confirmed by delivery in person or mail by first-class mail, postage prepaid, or by guaranteed overnight courier) to the following facsimile numbers:

If to the Company and/or any Guarantor, to:

Stewart Information Services Corporation
1980 Post Oak Boulevard
Houston, Texas 77056
Attention: Chief Financial Officer
Facsimile No.: (713) 629-2330

or at any other address previously furnished in writing to the Trustee by the Company, with a copy to:

Locke Lord Bissell & Liddell LLP
2400 JP Morgan Chase Tower
600 Travis
Houston, Texas 77002
Attention: David Taylor
Facsimile No.: (713) 223-3717

if to the Trustee, to:

Wells Fargo Bank, National Association
201 Main Street, Suite 301
MAC T5441-030
Fort Worth, Texas 76102
Attention: Corporate Trust
Facsimile No: (817) 885-8650

or at any other address previously furnished in writing to the Holders or the Company or any other obligor on the Securities by the Trustee.

Such notices or communications shall be effective only when actually received.

The Company or the Trustee by notice to the other may designate additional or different addresses for subsequent notices or communications.

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, or delivered by recognized overnight courier, to each Holder affected by such event, at its address as it appears in the register kept by the Primary Registrar, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice or by any other manner deemed acceptable to the Trustee. 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. Any notice when mailed to a Holder in the aforesaid manner shall be conclusively deemed to have been received by such Holder whether or not actually received by such Holder. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause, it shall be impracticable to mail notice of any event as required by any provision of this Indenture, then any method of giving such notice as shall be reasonably satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

If the Company mails any notice to a Holder of a Security, it shall mail a copy to the Trustee and each Registrar, Paying Agent and Conversion Agent.

Section 12.03 Disclosure of Names and Addresses of Holders.

Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Securities, and the Trustee shall comply with TIA Section 312(b). The Company, the Trustee, the Registrar and any other Person shall have the protection of TIA 312(c). Further, every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company nor the Trustee or any agent of either of them shall be held accountable by reason of the disclosure of any information as to the names and addresses of the Holders in accordance with TIA Section 312, 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 TIA Section 312.

Section 12.04 Compliance Certificates and Opinions.

(a) Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture and as may be requested by the Trustee, the Company shall furnish to the Trustee an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, except that, in the case of any such application or request as to which the furnishing of such certificates or opinions is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

(b) Every certificate or Opinion of Counsel with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (1) a statement that the Person signing such certificate or opinion has read and understands such covenant or condition and the definitions herein relating thereto;
- (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 such Person, such Person has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (4) a statement as to whether, in the opinion of such Person, such condition or covenant has been complied with.

Section 12.05 Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section 12.05.

(b) The ownership of Securities shall be proved by the register maintained by the Primary Registrar.

(c) Any request, demand, authorization, direction, notice, consent, waiver or other Act by the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, suffered or omitted to be done

by the Trustee, any Paying Agent or Conversion Agent, or the Company or any other obligor of the Securities in reliance thereon, whether or not notation of such action is made upon such Security.

(d) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner which the Trustee deems sufficient.

(e) If the Company shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of such Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. Notwithstanding TIA Section 316(c), any such record date shall be the record date specified in or pursuant to such Board Resolution, which shall be a date not more than 30 days prior to the first solicitation of Holders generally in connection therewith and no later than the date such first solicitation is completed.

(f) If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the close of business on such record date shall be deemed to be Holders for purposes of determining whether Holders of the requisite proportion of Securities then Outstanding have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for this purpose the Securities then Outstanding shall be computed as of such record date; provided that no such request, demand, authorization, direction, notice, consent, waiver or other Act by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after such record date.

(g) For purposes of this Indenture, any action by the Holders which may be taken in writing may be taken by electronic means or as otherwise reasonably acceptable to the Trustee.

Section 12.06 Benefits of Indenture.

Nothing in this Indenture or in the Securities, express or implied, shall give to any Person (other than the parties hereto and their successors hereunder, any Paying Agent and the Holders) any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 12.07 Legal Holidays.

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

Section 12.08 Governing Law; Waiver of Trial by Jury.

THIS INDENTURE, THE SECURITIES AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

EACH PARTY HERETO, AND EACH HOLDER OF A SECURITY BY ITS ACCEPTANCE THEREOF, HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INDENTURE.

Section 12.09 No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret another indenture, loan or debt agreement of the Company or a Subsidiary of the Company. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.10 No Personal Liability of Directors, Officers, Employees and Stockholders.

No director, officer, employee, stockholder, incorporator or agent of the Company or any Guarantor will have any liability for any obligations of the Company or any Guarantor under the Securities, the Note Guarantees, the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Securities by accepting a Security waives and releases all such liability.

Section 12.11 Successors and Assigns.

All covenants and agreements in this Indenture by the parties hereto shall bind their respective successors and assigns, whether so expressed or not.

Section 12.12 Multiple Counterparts.

The parties may sign multiple counterparts of this Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 12.13 Separability Clause.

In case any provision in this Indenture or in the 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 12.14 Schedules and Exhibits.

All schedules and exhibits attached hereto are by this reference made a part hereof with the same effect as if herein set forth in full.

Section 12.15 Effect of Headings and Table of Contents.

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

[SIGNATURE PAGES FOLLOW]

[E/O]

CRC: 448
EDGAR 2

BOD H68197 704.01.71.00 0/1


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

STEWART INFORMATION
SERVICES CORPORATION

By: /s/ Malcolm S. Morris

Name: Malcolm S. Morris

Title: Co-Chief Executive Officer

[E/O]

CRC: 9873
EDGAR 2

BOD H68197 704.01.72.00 0/1


WELLS FARGO BANK NATIONAL
ASSOCIATION,
as Trustee

By: /s/ John C. Stohlmann

Name: John C. Stohlmann

Title: Vice President

[E/O]

CRC: 4710
EDGAR 2

BOD H68197 704.01.73.00 0/2


STEWART TITLE COMPANY

By: /s/ Stewart Morris, Jr. _____
Name: Stewart Morris, Jr.
Title: President and Chief Executive Officer

STEWART TITLE SERVICES OF NORTHWEST
INDIANA, LLC

By: STEWART TITLE COMPANY,
its Managing Member

By: /s/ Stewart Morris, Jr. _____
Name: Stewart Morris, Jr.
Title: President and Chief Executive Officer

[E/O]

CRC: 40633
EDGAR 2

BOD H68197 704.01.74.00 0/3


API PROPERTIES CORPORATION;
API PROPERTIES NEVADA, INC.;
ASSET PRESERVATION, INC.;
ELECTRONIC CLOSING SERVICES, INC.;
FULGHUM, INC.;
GESS MANAGEMENT, L.L.C.;
GRACY TITLE COMPANY, L.C.;
GRANITE PROPERTIES INCORPORATED;
HANNAFORD ABSTRACT & TITLE COMPANY, INC.;
HOME RETENTION SERVICES, INC.;
JERSEY — STEWART TITLE AGENCY, LLC;
MCPHERSON COUNTY ABSTRACT & TITLE
COMPANY, INC.;
OKLAHOMA LAND TITLE SERVICES, LLC;
PARKED PROPERTES NY, INC.;
PARKED PROPERTIES WA, INC.;
PROFESSIONAL REAL ESTATE TAX SERVICE OF
NORTH TEXAS, L.L.C.;
PROFESSIONAL REAL ESTATE TAX SERVICE,
L.L.C.;
RED RIVER TITLE SERVICES, INC.;
SLJ HOLDINGS, LLC;
STEWART ABSTRACT & TITLE OF OKLAHOMA, AN
OKLAHOMA CORPORATION;
STEWART DEFAULT SERVICES;
STEWART LENDER SERVICES, INC.;
STEWART MANAGEMENT SERVICES, INC.;
STEWART NATIONAL TITLE, LLC;
STEWART PROPERTIES OF TAMPA, INC.;
STEWART SOLUTIONS, LLC;
STEWART TITLE OF CALIFORNIA, INC.;
STEWART TITLE OF LOUISIANA, INC.;
STEWART TITLE OF MARTIN COUNTY, INC.;
STEWART TITLE OF MONTANA, INC.;
STEWART TITLE OF NEVADA HOLDINGS, INC.; and
STEWART TITLE OF WISCONSIN, INC.

By: /s/ Steven I. Soffer

Name: Steven I. Soffer

Title: Vice President or Manager of each of the
above-named entities

GESS REAL ESTATE INVESTMENTS, L.P.

By: GESS MANAGEMENT, L.L.C.,

its general partner

By: /s/ Steven I. Soffer

Name: Steven I. Soffer

Title: Vice President

[E/O]

CRC: 4831
EDGAR 2

BOD H68197 704.01.75.00 0/2


SIFS, LLC

By: STEWART SOLUTIONS, LLC,
its sole member

By: /s/ Steven I. Soffer

Name: Steven I. Soffer
Title: Vice President

QUANTUM LEAP REALTY TECHNOLOGIES,
INC.

By: /s/ Patrick L. Vaden

Name: Patrick L. Vaden
Title: President

STEWART FINANCIAL SERVICES, INC.

By: /s/ Larry Davis

Name: Larry Davis
Title: President

EXHIBIT A

FORM OF FACE OF SECURITY

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN. THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE THEREOF. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND, UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A 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.

THIS SECURITY IS ONE OF A DULY AUTHORIZED ISSUE OF SECURITIES DESIGNATED AS "6.00% CONVERTIBLE SENIOR NOTES DUE 2014" (THE "SECURITIES") ISSUED BY STEWART INFORMATION SERVICES CORPORATION (THE "COMPANY"). THIS SECURITY AND THE COMMON STOCK, IF ANY, ISSUABLE UPON CONVERSION OF THIS SECURITY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY, THE SHARES OF COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY NOR ANY INTEREST OR PARTICIPATION THEREIN MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE ACQUIRER:

- (1) REPRESENTS THAT IT AND ANY ACCOUNT FOR WHICH IT IS ACTING IS A "QUALIFIED INSTITUTIONAL BUYER" (WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT) AND THAT IT EXERCISES SOLE INVESTMENT DISCRETION WITH RESPECT TO EACH SUCH ACCOUNT, AND
- (2) AGREES FOR THE BENEFIT OF THE COMPANY THAT IT WILL NOT OFFER, RESELL, PLEDGE OR OTHERWISE TRANSFER THIS SECURITY OR ANY BENEFICIAL INTEREST HEREIN, OR ANY COMMON STOCK ISSUABLE UPON CONVERSION OF THIS SECURITY, PRIOR TO THE DATE THAT IS (X) ONE YEAR AFTER THE LAST DATE ON WHICH ANY OF THE SECURITIES ARE ORIGINALLY ISSUED OR SUCH SHORTER PERIOD OF TIME AS PERMITTED BY RULE 144 UNDER THE SECURITIES ACT OR ANY SUCCESSOR PROVISION THEREUNDER, AND (Y) SUCH LATER DATE, IF ANY, AS MAY BE REQUIRED BY APPLICABLE LAW, EXCEPT:
 - (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, OR
 - (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT, OR
 - (C) TO A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT (IF AVAILABLE), OR

(D) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PRIOR TO THE REGISTRATION OF ANY TRANSFER IN ACCORDANCE WITH (2)(D) ABOVE, THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH LEGAL OPINIONS, CERTIFICATIONS OR OTHER EVIDENCE AS MAY REASONABLY BE REQUIRED IN ORDER TO DETERMINE THAT THE PROPOSED TRANSFER IS BEING MADE IN COMPLIANCE WITH THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. NO REPRESENTATION IS MADE AS TO THE AVAILABILITY OF ANY EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

Stewart Information Services Corporation

6.00% Convertible Senior Notes due 2014

No. R-

CUSIP. 860372 AA9

Stewart Information Services Corporation, a Delaware corporation, promises to pay to Cede & Co. or registered assigns the principal sum as set forth in the "Schedule of Exchanges of Securities" attached hereto, which shall not exceed SIXTY FIVE MILLION DOLLARS (\$65,000,000) on October 15, 2014.

This Security shall bear interest as specified on the other side of this Security. This Security is convertible as specified on the other side of this Security.

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

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

STEWART INFORMATION
SERVICES CORPORATION

By: _____

Name: Malcolm S. Morris

Title: Co-Chief Executive Officer

Dated: October 15, 2009

Trustee's Certificate of Authentication:

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

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____

Authorized Signatory

FORM OF REVERSE SIDE OF SECURITY

Stewart Information Services Corporation

6.00% Convertible Senior Notes due 2014

1. Interest

Stewart Information Services Corporation, a Delaware corporation (the "Company", which term shall include any successor company under the Indenture hereinafter referred to), promises to pay interest on the principal amount of this Security at the rate of 6.00% per annum. The Company shall pay interest semiannually, in arrears, on April 15 and October 15 of each year (each an "Interest Payment Date"), commencing on April 15, 2010. Interest payable on any Interest Payment Date shall include interest accrued from and including the immediately preceding Interest Payment Date (or if none, from and including October 15, 2009) to but excluding the relevant Interest Payment Date. Cash interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. Any payment required to be made on a day that is not a Business Day shall be made on the next succeeding Business Day with the same force and effect as if made on such day and without any interest in respect of the delay. The Company shall, to the fullest extent permitted by law, pay interest in immediately available funds on overdue principal and interest at the then applicable interest rate borne by this Security, which interest shall accrue from the date such overdue amount was originally due to the day preceding the date payment of such amount, including interest thereon, has been made or duly provided for.

Any reference herein to interest accrued or payable as of any date shall include any Additional Interest that may be payable in accordance with the provision of Section 7.16 of the Indenture and any Special Interest that may be payable in accordance with the provisions of Section 7.02 of the Indenture.

2. Method of Payment

The Company shall pay interest on this Security (except defaulted interest) to the Person who is the Holder of this Security at the close of business on March 31 or September 30, as the case may be (each, a "Regular Record Date") next preceding the related Interest Payment Date. The Holder must surrender this Security to a Paying Agent to collect payment of principal. The Company will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent, Registrar and Conversion Agent

Initially, Wells Fargo Bank, National Association (the "Trustee", which term shall include any successor trustee under the Indenture hereinafter referred to) will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to the Holders. The Company or any of its Affiliates may, subject to certain limitations set forth in the Indenture, act as Paying Agent.

4. Indenture

This Security is one of a duly authorized issue of Securities of the Company designated as its 6.00% Convertible Senior Notes due 2014 (the "Securities"), issued under an Indenture, dated as of October 15, 2009 (together with any supplemental indentures thereto, the "Indenture"), among the Company and the Guarantors named therein and the Trustee. The terms of this Security include those stated in the Indenture and those required by or made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "TIA"), as in effect on the date of the Indenture. This Security is subject to all such terms, and the Holder of this Security is referred to the Indenture and the TIA for a statement of them. The Securities are limited to \$65,000,000 aggregate principal amount. The Indenture does not limit other debt of the Company, secured or unsecured.

Capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Indenture.



5. Purchase of Securities at Option of Holder Upon a Fundamental Change

Upon a Fundamental Change, at the option of the Holder and subject to the terms and conditions of the Indenture, the Company shall become obligated to purchase for cash all or any part specified by the Holder (so long as the principal amount of such part is \$1,000 or an integral multiple of \$1,000) of the Securities held by such Holder on the date specified by the Company in accordance with the provisions of Article 3 of the Indenture.

6. Conversion

Subject to and upon compliance with the provisions of the Indenture, the Holder may surrender for conversion all or any portion of this Security that is in an integral multiple of \$1,000. Upon conversion, the Holder shall be entitled to receive the consideration specified in the Indenture. No fractional share of Common Stock shall be issued upon conversion of a Security. Instead, the Company shall pay a cash adjustment as provided in the Indenture. The initial Conversion Rate of the Securities shall be 77.6398 shares of Common Stock per \$1,000 principal amount of Securities, subject to adjustment in accordance with the provisions of Article 4 of the Indenture. If a Holder converts all or any portion of this Security in connection with the occurrence of certain Fundamental Change transactions, the Conversion Rate shall be increased in the manner and to the extent described in Section 4.06 of the Indenture.

Securities surrendered for conversion (in whole or in part) during the period from the close of business on any Regular Record Date to the opening of business on the next succeeding Interest Payment Date shall be accompanied by payment by the Holders of such Securities in funds to the Conversion Agent acceptable to the Company of an amount equal to the interest payable on such corresponding Interest Payment Date; *provided* that no such payment need be made: (1) in connection with a conversion following the Regular Record Date preceding the Final Maturity Date; (2) if the Company has specified a Fundamental Change Purchase Date that is after a Regular Record Date and on or prior to the corresponding Interest Payment Date; or (3) to the extent of any overdue interest, if any overdue interest exists at the time of conversion with respect to such Security.

A Security in respect of which a Holder has submitted a Fundamental Change Purchase Notice may be converted only if such Holder validly withdraws such Fundamental Change Purchase Notice in accordance with the terms of the Indenture.

7. Denominations, Transfer, Exchange

The Securities are in registered form, without coupons, in denominations of \$1,000 principal amount and integral multiples of \$1,000 principal amount. A Holder may register the transfer of or exchange Securities in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or other governmental charges that may be imposed in relation thereto by law or permitted by the Indenture.

8. Persons Deemed Owners

The Holder of a Security may be treated as the owner of it for all purposes.

9. Unclaimed Money

If money for the payment of principal or interest remains unclaimed for two years, the Trustee and any Paying Agent will pay the money back to the Company, subject to the provisions of the Indenture. After that, Holders entitled to money must look to the Company for payment as general creditors.

10. Amendment, Supplement and Waiver

Subject to certain exceptions, the Indenture or the Securities or the Note Guarantees may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then Outstanding, and an existing Default or Event of Default and its consequence or compliance with any provision

of the Indenture, the Securities or the Note Guarantees may be waived subject to certain exceptions with the consent of the Holders of a majority in aggregate principal amount of the Securities then Outstanding. Without the consent of or notice to any Holder, the Company and the Trustee may amend or supplement the Indenture, the Securities or the Note Guarantees to, among other things, (x) cure any ambiguity, omission, mistake, defect or inconsistency or (y) make any other change that does not adversely affect the interests of the Holders in any material respect.

11. Successor Entity

When a successor Person assumes all the obligations of its predecessor under the Securities and the Indenture in accordance with the terms and conditions of the Indenture, the predecessor Person (except in certain circumstances specified in the Indenture) shall be released from those obligations.

12. Defaults and Remedies

An Event of Default shall occur upon the occurrence of any of the events specified in Section 7.01(a) of the Indenture. Subject to the provisions of the penultimate paragraph of Section 7.02(c) of the Indenture, if an Event of Default shall occur and be continuing with respect to the Securities (other than an Event of Default specified in clause (9) or (10) of Section 7.01(a) of the Indenture), the Trustee or the Holders of not less than 25% in aggregate principal amount of the Securities then Outstanding may, and the Trustee at the request of such Holders shall, declare all unpaid principal of and accrued interest (including Additional Interest and Special Interest), if any, on all Securities to be due and payable, by a notice in writing to the Company (and to the Trustee if given by the Holders of the Securities). Upon any such declaration, such principal and interest (including Additional Interest and Special Interest), if any, shall become due and payable immediately. If an Event of Default specified in clauses (9) or (10) of Section 7.01(a) of the Indenture occurs and is continuing, then all the Securities shall ipso facto become and be due and payable immediately in an amount equal to the principal amount of the Securities, together with accrued and unpaid interest (including Additional Interest and Special Interest), if any, to the date the Securities become due and payable, without any declaration or other act on the part of the Trustee or any Holder.

The Holders of a majority in aggregate principal amount of the Securities Outstanding, by written notice to the Company and the Trustee, may rescind and annul an acceleration and its consequences if: (a) the Company has paid or deposited with the Trustee a sum sufficient to pay (1) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, (2) all overdue interest on all Securities then Outstanding, (3) the principal of any Securities then Outstanding which have become due otherwise than by such declaration of acceleration and interest thereon at the rate borne by the Securities, and (4) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate borne by the Securities; (b) the rescission would not conflict with any judgment or decree of a court of competent jurisdiction; and (c) all Defaults and Events of Default, other than the non-payment of principal of and interest on the Securities which have become due solely by such declaration of acceleration, have been cured or waived. No such rescission shall affect any subsequent Default or impair any right consequent thereon.

Holders may not enforce the Indenture or the Securities except as provided in the Indenture. The Trustee may require indemnity satisfactory to it before it enforces the Indenture or the Securities. Subject to certain limitations, Holders of a majority in aggregate principal amount of the Securities then Outstanding may direct the Trustee in its exercise of any trust or power. The Trustee may, in accordance with the provisions of the Indenture, withhold from Holders notice of any continuing Default (except a Default in payment of principal or interest or to deliver amounts owing upon conversion) if and so long as it determines that withholding notice is in their interests. The Company is required to file periodic certificates with the Trustee as to the Company's compliance with the Indenture and knowledge or status of any Default.

13. Trustee Dealings with the Company

Wells Fargo Bank, National Association, the initial Trustee under the Indenture, or any of its Affiliates, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or an Affiliate of the Company, and may otherwise deal with the Company or an Affiliate of the Company, as if it were not the Trustee.

14. No Recourse Against Others

No director, officer, employee, stockholder, incorporator or agent of the Company or any of the Guarantors, as such, will have any liability for any obligations of the Company or the Guarantors under the Securities, the Note Guarantees or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Securities by accepting a Security waives and releases all such liability.

15. Authentication

This Security shall not be valid until the Trustee or an authenticating agent manually signs the certificate of authentication on the other side of this Security.

16. Abbreviations and Definitions

Customary abbreviations may be used in the name of the Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and UGMA (= Uniform Gifts to Minors Act).

All terms defined in the Indenture and used in this Security but not specifically defined herein are defined in the Indenture and are used herein as so defined.

17. Indenture to Control; Governing Law

In the case of any conflict between the provisions of this Security and the Indenture, the provisions of the Indenture shall control. This Security and the Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

The Company will furnish to any Holder, upon written request and without charge, a copy of the Indenture. Requests may be made to: Stewart Information Services Corporation, 1980 Post Oak Boulevard, Houston, Texas 77056, Attention: Corporate Secretary, Facsimile No. (713) 629-2330.

[E/O]

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SCHEDULE OF EXCHANGES OF SECURITIES

The initial principal amount of this Global Security is (\$) The following exchanges, purchases or conversions of a part of this Global Security have been made:

<u>Date</u>	<u>Authorized Signatory of Securities Custodian</u>	<u>Notation Stating and Explaining Change in Principal Amount Recorded</u>	<u>Principal Amount of this Global Security</u>
-------------	---	--	---

[E/O]

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ASSIGNMENT FORM

To assign this Security, fill in the form below:

I, or, we assign and transfer this Security to:

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint:

agent to transfer this Security on the books of the Company. The agent may substitute another to act for him or her.

Your Signature:

Date: _____

(Sign exactly as your name appears on the other side of this Security)

* Signature guaranteed by:

By: _____

* The signature must be guaranteed by an institution which is a member of one of the following recognized signature guaranty programs: (i) the Securities Transfer Agent Medallion Program (STAMP); (ii) the New York Stock Exchange Medallion Program (MSP); (iii) the Stock Exchange Medallion Program (SEMP); or (iv) such other guaranty program acceptable to the Trustee.

[E/O]

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FORM OF CONVERSION NOTICE

To convert this Security into Common Stock of the Company, check the box:

To convert only part of this Security, state the principal amount to be converted (must be \$1,000 or a integral multiple of \$1,000): \$ _____ .

If you want the stock certificate made out in another person's name, fill in the form below:

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

Your Signature:

Date: _____

(Sign exactly as your name appears on the other side of this Security)

* Signature guaranteed by:

By: _____

* The signature must be guaranteed by an institution which is a member of one of the following recognized signature guaranty programs: (i) the Securities Transfer Agent Medallion Program (STAMP); (ii) the New York Stock Exchange Medallion Program (MSP); (iii) the Stock Exchange Medallion Program (SEMP); or (iv) such other guaranty program acceptable to the Trustee.

[E/O]

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FORM OF FUNDAMENTAL CHANGE PURCHASE NOTICE

To: [Name of Paying Agent]

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from Stewart Information Services Corporation (the "Company") pursuant to Section 3.01 of that certain Indenture (the "Indenture"), dated as of October 15, 2009, between the Company and Wells Fargo Bank, National Association, and requests and instructs the Company to purchase the entire principal amount of this Security, or the portion thereof (which is \$1,000 or an integral multiple thereof) below designated, in accordance with the terms of the Security and the Indenture at the Fundamental Change Purchase Price, together with accrued and unpaid interest (including Additional Interest and Special Interest, if any), to, but not including, the Fundamental Change Purchase Date, to the registered Holder hereof.

Date: _____

Signature (s)

Signatures must be guaranteed by a qualified guarantor institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranty

Principal amount to be redeemed (in an integral Multiple of \$1,000, if less than all):

Certificate number (if applicable):

NOTICE: The signature to the foregoing election must correspond to the name as written upon the face of this Security in every particular, without any alteration or change whatsoever.

**CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION
OF TRANSFER OF RESTRICTED SECURITIES**

Re: 6.00% Convertible Senior Notes due 2014 (the "Securities") of Stewart Information Services Corporation

This certificate relates to \$ _____ principal amount of Securities owned in (check applicable box) book-entry or definitive form
by _____ (the "Transferor").

The Transferor has requested a Registrar or the Trustee to exchange or register the transfer of such Securities.

In connection with such request and in respect of each such Security, the Transferor does hereby certify that the Transferor is familiar with transfer restrictions relating to the Securities as provided in Section 2.13 of the Indenture, dated as of October 15, 2009, among Stewart Information Services Corporation, and Wells Fargo Bank, National Association as trustee (the "Indenture"), and the transfer of such Security is being made pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "Securities Act") (check applicable box), or the transfer or exchange, as the case may be, of such Security does not require registration under the Securities Act because (check applicable box):

- Such Security is being transferred pursuant to an effective registration statement under the Securities Act.
- Such Security is being acquired for the Transferor's own account, without transfer.
- Such Security is being transferred to the Company or a Subsidiary (as defined in the Indenture) of the Company.
- Such Security is being transferred to a person the Transferor reasonably believes is a "qualified institutional buyer" (as defined in Rule 144A or any successor provision thereto ("Rule 144A") under the Securities Act) that is purchasing for its own account or for the account of a "qualified institutional buyer", in each case to whom notice has been given that the transfer is being made in reliance on such Rule 144A, and in each case in reliance on Rule 144A.
- Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements under the Securities Act in accordance with Rule 144 (or any successor thereto) ("Rule 144") under the Securities Act.
- Such Security is being transferred pursuant to and in compliance with an exemption from the registration requirements of the Securities Act (other than an exemption referred to above) and as a result of which such Security will, upon such transfer, cease to be a "restricted security" within the meaning of Rule 144 under the Securities Act.

The Transferor acknowledges and agrees that, if the transferee will hold any such Securities in the form of beneficial interests in a Global Security which is a "restricted security" within the meaning of Rule 144 under the Securities Act, then such transfer can only be made pursuant to Rule 144A under the Securities Act and such transferee must be a "qualified institutional buyer" (as defined in Rule 144A).

Date:

(Insert Name of Transferor)

EXHIBIT B

FORM OF NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of October 15, 2009 (the “*Indenture*”) among Stewart Information Services Corporation, (the “*Company*”), the Guarantors party thereto and Wells Fargo Bank, N.A., as trustee (the “*Trustee*”), (a) the due and punctual payment of the principal of, Additional Interest and Special Interest, if any, and interest on, the Securities, whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on the overdue principal of and interest on the Securities, if any, if lawful, and the due and punctual performance of all other obligations of the Company to the Holders and the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Securities or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Securities and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article 11 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee. Each Holder of a Security, by accepting the same, agrees to and shall be bound by such provisions. Capitalized terms used but not defined herein have the meanings given to them in the Indenture.

[Signature Pages Follow]

EXHIBIT C

**FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS**

SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of _____, 200 __, among _____ (the "*Guaranteeing Subsidiary*"), a subsidiary of Stewart Information Services Corporation (or its permitted successor), a Delaware corporation (the "*Company*"), the other Guarantors (as defined in the Indenture referred to herein) and Wells Fargo Bank, N.A., as trustee under the Indenture referred to below (the "*Trustee*").

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of October 15, 2009 providing for the issuance of 6.00% Convertible Senior Securities due 2014 (the "*Securities*");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Securities and the Indenture on the terms and conditions set forth herein (the "*Note Guarantee*"); and

WHEREAS, pursuant to Section 10.03 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

1. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. AGREEMENT TO GUARANTEE. The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 11 thereof.
4. NO RECOURSE AGAINST OTHERS. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Securities, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Securities waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Securities. Such waiver may not be effective to waive liabilities under the federal securities laws and it is the view of the SEC that such a waiver is against public policy.
5. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.
6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.
7. EFFECT OF HEADINGS. The section headings herein are for convenience only and shall not affect the construction hereof.
8. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

[E/O]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: _____, 20__

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

Stewart Information Services Corporation

By: _____
Name:

[EXISTING GUARANTORS]

By: _____
Name:
Title:

WELLS FARGO BANK, N.A.,

as Trustee

By: _____
Authorized Signatory

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Exhibit 99.1

NEWS

From:
STEWART INFORMATION SERVICES CORP.
P.O. Box 2029, Houston, Texas 77252-2029
<http://www.stewart.com>
Contact: Ted C. Jones, Director-Investor Relations
(713) 625-8014 ted@stewart.com

**STEWART ANNOUNCES THE PRICING OF \$60 MILLION
CONVERTIBLE SENIOR NOTES**

HOUSTON (October 9, 2009) — Today, Stewart Information Services Corporation (NYSE–STC) announced the pricing of \$60,000,000 aggregate principal amount of 6% Convertible Senior Notes due 2014 (the “Notes”), which are anticipated to be sold, subject to market and other conditions, to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). Stewart has also granted the initial purchaser a 30-day option to purchase up to an additional \$5,000,000 aggregate principal amount of the Notes.

The Notes will pay interest semiannually at a rate of 6 percent per annum beginning on April 15, 2010. The Notes are, subject to certain limitations, convertible into shares of Stewart’s common stock at a conversion rate of 77.6398 shares per \$1,000 principal amount of Notes, subject to adjustment in certain circumstances (equal to a conversion price of \$12.88 per share). The conversion price represents a 25 percent premium above the \$10.30 per share closing price of Stewart’s common stock on the New York Stock Exchange on October 8, 2009.

The Notes will be guaranteed by Stewart’s wholly-owned subsidiary, Stewart Title Company, and certain of its wholly-owned domestic subsidiaries. The Notes will not be callable at the option of Stewart but the holders will have the right to require Stewart to repurchase their Notes at a price equal to 100 percent of the principal amount of the Notes to be repurchased plus any unpaid interest in the event of certain fundamental changes including certain change of control transactions. The Notes mature on October 15, 2014 unless earlier converted or repurchased. The Notes will be senior unsecured obligations of Stewart and will rank senior in right of payment with all existing and future indebtedness of Stewart that is expressly subordinated in right of payment to the Notes.

Because the notes are initially convertible in full into more than 20 percent of Stewart’s outstanding common stock, Stewart has agreed to seek the approval of the holders of its outstanding shares of its common stock at its next annual shareholders’ meeting for the issuance of more than 20 percent of Stewart’s outstanding common stock upon conversion of the Notes. Prior to the earlier of shareholder approval or April 15, 2014, holders may only surrender their Notes for conversion for a combination of cash and common stock upon the satisfaction of certain conditions.

Stewart estimates that the net proceeds from this offering will be approximately \$57.5 million (or approximately \$62.3 million if the initial purchaser’s purchase option is exercised in full) after deducting the initial purchaser’s discounts and commissions and estimated offering expenses. Stewart intends to use the net proceeds from the offering and existing cash on hand to pay down an aggregate amount of \$60.5 million of outstanding unsecured callable bank debt, which results in an extension of Stewart’s debt maturities.

The Notes, the subsidiary guarantees and the underlying shares of common stock that may be delivered upon conversion of the Notes have not been registered under the Securities Act or any state securities laws, and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and applicable state laws. This press release shall not constitute an offer to sell or the solicitation of any offer to buy any of these securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

Stewart Information Services Corporation (NYSE-STC) is a customer-driven, technology-enabled, strategically competitive real estate information, title insurance and transaction management company. Stewart provides title insurance and related information services required

for settlement by the real estate and mortgage industries throughout the United States and in international markets. Stewart also provides post-closing lender services, automated county clerk land records, property ownership mapping, geographic information systems, property information reports, flood certificates, document preparation, background checks and expertise in tax-deferred exchanges. More information can be found at www.stewart.com.

Forward-looking statements. Certain statements in this news release are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements relate to future, not past, events and often address our expected future business and financial performance. These statements often contain words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “will” or other similar words. Forward-looking statements by their nature are subject to various risks and uncertainties that could cause our actual results to be materially different than those expressed in the forward-looking statements. These risks and uncertainties include, among other things, the severity and duration of current financial and economic conditions, continued weakness or further adverse changes in the level of real estate activity, our ability to respond to and implement technology changes, including the completion of the implementation of our enterprise systems, including the implementation of our enterprise systems the impact of unanticipated title losses on the need to further strengthen our policy loss reserves, any effect of title losses on our cash flows and financial condition, the impact of our increased diligence and inspections in our agency operations, the impact of changes in governmental and insurance regulations, our dependence on our operating subsidiaries as a source of cash flow, the continued realization of expected expense savings resulting from our expense reduction steps taken in 2008, our ability to access the equity and debt financing markets, our ability to grow our international operations, and our ability to respond to the actions of our competitors. These risks and uncertainties, as well as others, are discussed in more detail in our documents filed with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2008 and our Current Reports on Form 8-K. We expressly disclaim any obligation to update any forward-looking statements contained in this news release to reflect events or circumstances that may arise after the date hereof, except as may be required by applicable law.

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Exhibit 99.2

NEWS

From:
STEWART INFORMATION SERVICES CORP.
P.O. Box 2029, Houston, Texas 77252-2029
<http://www.stewart.com>
Contact: Ted C. Jones, Director-Investor Relations
(713) 625-8014 ted@stewart.com

**STEWART CLOSES PRIVATE PLACEMENT OF
6.00% CONVERTIBLE SENIOR NOTES DUE 2014**

HOUSTON (October 15, 2009) — Today, Stewart Information Services Corporation (NYSE—STC) announced the closing of its previously-announced private placement of \$65,000,000 aggregate principal amount of 6.00% Convertible Senior Notes due 2014 (the “Notes”). This amount includes the exercise in full of the initial purchaser’s over-allotment option to purchase \$5,000,000 aggregate principal amount of additional Notes. Stewart received aggregate net proceeds from the sale of the Notes of approximately \$62.3 million, after deducting the initial purchaser’s commissions and estimated expenses.

The Notes will pay interest semiannually at a rate of 6 percent per annum beginning on April 15, 2010. The Notes are, subject to certain limitations, convertible into shares of Stewart’s common stock at an initial conversion rate of 77.6398 shares per \$1,000 principal amount of Notes (equal to a conversion price of \$12.88 per share), subject to adjustment in certain circumstances. The conversion price represents a 25 percent premium above the \$10.30 per share closing price of Stewart’s common stock on the New York Stock Exchange on October 8, 2009.

The Notes are guaranteed by Stewart’s wholly-owned subsidiary, Stewart Title Company, and certain of its wholly-owned domestic subsidiaries. The Notes are not redeemable at the option of Stewart. The holders have the right to require Stewart to repurchase their Notes at a price equal to 100 percent of the principal amount of the Notes to be repurchased plus any unpaid interest in the event of certain fundamental changes, including certain change of control transactions. The Notes mature on October 15, 2014 unless earlier converted or repurchased. The Notes are senior unsecured obligations of Stewart and rank senior in right of payment with all existing and future indebtedness of Stewart that is expressly subordinated in right of payment to the Notes.

Because the notes are initially convertible in full into more than 20 percent of Stewart’s outstanding common stock, Stewart has agreed to seek the approval of the holders of its outstanding shares of its common stock, at its next annual shareholders’ meeting, for the issuance of more than 20 percent of Stewart’s outstanding common stock upon conversion of the Notes. Prior to the earlier of shareholder approval or April 15, 2014, holders may surrender their Notes for conversion only for a combination of cash and common stock, upon the satisfaction of certain conditions.

Stewart intends to use the net proceeds from the offering to pay down an aggregate amount of \$60.5 million of outstanding unsecured callable bank debt, which results in an extension of Stewart’s debt maturities. The remaining net proceeds from the offering will be used for general corporate purposes.

The Notes were sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”). The Notes, the subsidiary guarantees and the underlying shares of common stock that may be delivered upon conversion of the Notes have not been registered under the Securities Act or any state securities laws, and, unless so registered, may not be offered or sold in the United States except pursuant to an exemption from the registration requirements of the Securities Act and applicable state laws. This press release shall not constitute an offer to sell or the solicitation of any offer to buy any of these securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

[E/O]

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Forward-looking statements. Certain statements in this news release are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements relate to future, not past, events and often address our expected future business and financial performance. These statements often contain words such as “expect,” “anticipate,” “intend,” “plan,” “believe,” “seek,” “will” or other similar words. Forward-looking statements by their nature are subject to various risks and uncertainties that could cause our actual results to be materially different than those expressed in the forward-looking statements. These risks and uncertainties include, among other things, the severity and duration of current financial and economic conditions, continued weakness or further adverse changes in the level of real estate activity, our ability to respond to and implement technology changes, including the completion of the implementation of our enterprise systems, including the implementation of our enterprise systems the impact of unanticipated title losses on the need to further strengthen our policy loss reserves, any effect of title losses on our cash flows and financial condition, the impact of our increased diligence and inspections in our agency operations, the impact of changes in governmental and insurance regulations, our dependence on our operating subsidiaries as a source of cash flow, the continued realization of expected expense savings resulting from our expense reduction steps taken in 2008, our ability to access the equity and debt financing markets, our ability to grow our international operations, and our ability to respond to the actions of our competitors. These risks and uncertainties, as well as others, are discussed in more detail in our documents filed with the Securities and Exchange Commission, including our Annual Report on Form 10-K for the year ended December 31, 2008 and our Current Reports on Form 8-K. We expressly disclaim any obligation to update any forward-looking statements contained in this news release to reflect events or circumstances that may arise after the date hereof, except as may be required by applicable law.