

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933

QUANTA SERVICES, INC.  
(Exact name of registrant as specified in its charter)

DELAWARE  
(State or other jurisdiction  
of incorporation or organization)

74-2851603  
(I.R.S. Employer  
Identification No.)

1360 POST OAK BLVD., SUITE 2100  
HOUSTON, TEXAS 77056  
(713) 629-7600

(Address, including zip code,  
and telephone number,  
including area code,  
of Registrant's principal  
executive offices)

BRAD EASTMAN  
VICE PRESIDENT, SECRETARY AND  
GENERAL COUNSEL  
1360 POST OAK BLVD., SUITE 2100  
HOUSTON, TEXAS 77056  
(713) 629-7600  
(Name, address, including zip code,  
and telephone number, including  
area code, of agent for service)

Copy to:  
J. PATRICK RYAN  
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.  
1500 BANK OF AMERICA PLAZA  
300 CONVENT STREET  
SAN ANTONIO, TEXAS 78205  
(210) 281-7000

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time  
to time after this Registration Statement becomes effective.

If the only securities being registered on this form are being offered  
pursuant to dividend or interest reinvestment plans, please check the following  
box. [ ]

If any of the securities being registered on this Form are being offered on  
a delayed or continuous basis pursuant to Rule 415 under the Securities Act of  
1933, other than securities offered only in connection with dividend or interest  
reinvestment plans, please check the following box. [X]

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

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

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

<TABLE>  
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CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED (1) (2) (3)	PROPOSED MAXIMUM OFFERING PRICE PER UNIT (1) (3) (4) (5)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1) (3) (4) (5)	AMOUNT OF REGISTRATION FEE
<S>	<C>	<C>	<C>	<C>

Debt Securities.....				
Preferred Stock.....				
Common Stock (6).....				
Depository Shares (7).....				
Warrants.....				
-----				
----				
Total.....	\$500,000,000	100%	\$500,000,000 (8)	\$132,000
=====				

</TABLE>

- (1) Not specified as to each class of securities to be registered pursuant to General Instruction II(D) to Form S-3.
- (2) This registration statement also covers such indeterminate amount of securities as may be issued in exchange for, or upon conversion or exercise of, as the case may be, the Debt Securities, Preferred Stock or Depository Shares registered hereunder. Any securities registered hereunder may be sold separately or as units with other securities registered hereunder.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o).
- (4) No separate consideration will be received for any securities registered hereunder that are issued in exchange for, or upon conversion of, as the case may be, the Debt Securities, Preferred Stock or Depository Shares registered hereunder.
- (5) The proposed maximum offering price per unit will be determined from time to time by the registrant in connection with, and at the time of, the issuance by the registrant of the securities registered hereunder.
- (6) Each share of Common Stock registered hereunder includes an associated Preferred Share Purchase Right. Until the occurrence of certain prescribed events, none of which has occurred, the Preferred Share Purchase Rights are not exercisable, are evidenced by certificates representing the Common Stock and may be transferred only with the Common Stock.
- (7) The Depository Shares registered hereunder will be evidenced by depository receipts issued pursuant to a deposit agreement. If the registrant elects to offer to the public fractional interests in shares of Preferred Stock, then depository receipts will be distributed to those persons purchasing the fractional interests and the shares will be issued to the depository under the deposit agreement.
- (8) The aggregate principal amount of the Debt Securities may be increased if any Debt Securities are issued at an original issue discount by an amount such that the gross proceeds to be received by the registrant shall be equal to the above amount to be registered. Any offering of Debt Securities denominated other than in U.S. dollars will be treated as the equivalent of U.S. dollars based on the exchange rate applicable to the purchase of such Debt Securities at the time of initial offering. In no event will the aggregate initial offering price of all securities issued from time to time pursuant to this Registration Statement exceed \$500,000,000, or the equivalent thereof in foreign currencies or composite currencies. The aggregate amount of Common Stock is further limited to that which is permissible under Rule 415(a)(4).

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THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE SECURITIES AND EXCHANGE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

PROSPECTUS

\$500,000,000

QUANTA SERVICES, INC.

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We will offer and sell, from time to time, in one or more offerings, the debt and equity securities described in this prospectus. The total offering price of these securities, in the aggregate, will not exceed \$500 million. We

will provide specific terms of these offerings and securities in supplements to this prospectus.

We will offer and sell, from time to time, in one or more offerings:

- o common stock
- o debt securities
- o preferred stock
- o warrants

YOU SHOULD READ THIS PROSPECTUS AND ANY SUPPLEMENT TO THIS PROSPECTUS CAREFULLY BEFORE YOU INVEST, INCLUDING THE RISK FACTORS WHICH BEGIN ON PAGE 4 OF THIS PROSPECTUS.

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NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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This prospectus may not be used to consummate sales of securities unless accompanied by a prospectus supplement.

This prospectus is dated \_\_\_\_\_, 2000.

TABLE OF CONTENTS

<TABLE>  
<S>  
<C>  
About this Prospectus.....3  
Where You Can Find More Information.....3  
Forward-Looking Statements.....4  
The Company.....4  
Risk Factors.....4  
Use of Proceeds.....9  
Holding Company Structure.....9  
Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividends.....9  
Description of Debt Securities.....9  
Description of Capital Stock.....20  
Depository Shares.....25  
Description of Warrants.....27  
Plan of Distribution.....28  
Legal Matters.....29  
Experts .....29  
</TABLE>

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission utilizing a "shelf" registration process. Under this shelf registration process, we may sell any combination of the securities described in this prospectus in one or more offerings up to a total dollar amount of \$500 million. This prospectus provides you with a general description of the securities we may offer. Each time we sell securities we will provide a prospectus supplement that will contain specific information about the terms of the offering and the offered securities. The prospectus supplement may also add, update or change information contained in this prospectus. Any statement that we make in this prospectus will be modified or superseded by any inconsistent statement made by us in a prospectus supplement. You should read both this prospectus and any prospectus supplement together with additional information described under the heading "Where You Can Find More Information."

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

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the regional offices of the SEC located at 7 World Trade Center, Suite 1300, New York, New York 10048 and at 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. You may obtain information on the operation of the SEC's public reference room in Washington, D.C. by calling the SEC at 1-800-SEC-0330. We also file such information with the New York Stock Exchange, on which our common stock is listed. Such reports, proxy statements and other information may be read and copied at 30 Broad Street, New York, New York 10005.

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

- o Annual Report on Form 10-K for the year ended December 31, 1999;
- o Current Report on Form 8-K filed March 20, 2000;
- o Quarterly Report on Form 10-Q for the period ended March 31, 2000;
- o The description of our common stock contained in our Form 8-A dated January 23, 1998, including any amendment to that form that we may have filed in the past, or may file in the future, for the purpose of updating the description of our common stock; and
- o The description of our preferred stock purchase rights contained in our Form 8-A dated March 21, 2000.

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

Quanta Services, Inc.  
1360 Post Oak Blvd., Suite 2100  
Houston, Texas 77056  
Attention: Corporate Secretary  
(713) 629-7600

## FORWARD-LOOKING STATEMENTS

This prospectus, including the documents that we incorporated by reference, contains statements that constitute "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Exchange Act. These statements appear in a number of places in this prospectus and include statements regarding our plans, beliefs or current expectations,

including those plans, beliefs and expectations of our officers and directors with respect to, among other things:

- o general economic and business conditions;
- o our expectations and estimates concerning future financial performance, financing plans and the impact of competition;
- o anticipated trends in our business;
- o existing and future regulations affecting our business;
- o our ability to obtain additional debt and equity financing to support our growth strategy;
- o our ability to complete acquisitions; and
- o other risk factors described in the section entitled "Risk Factors" in this prospectus.

You can identify these forward-looking statements by forward-looking words such as "believe," "may," "could," "will," "estimate," "continue," "anticipate," "intend," "seek," "plan," "expect," "should," "would" and similar expressions in this prospectus.

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In light of these risks and uncertainties, the forward-looking events and circumstances discussed in this prospectus may not occur and actual results could differ materially from those anticipated or implied in the forward-looking statements.

#### THE COMPANY

We are a leading provider of specialized contracting services, including designing, installing, repairing and maintaining network infrastructure. We offer end-to-end network solutions to the telecommunications, cable television and electric power industries. The Internet and the resulting growth in demand for increased bandwidth coupled with deregulation, increased outsourcing by our customers and the convergence of the telecommunications, cable television and electric power industries have resulted in significant growth in demand for our services. To leverage the growth in demand for our services, we have made strategic acquisitions that expanded our geographic presence, generated operating synergies with existing businesses and developed new capabilities to meet our customers' evolving needs.

Our principal offices in 37 states, as of the date of this prospectus, provide us the presence and capability to quickly and reliably complete turnkey projects nationwide. We perform services for many of the leading companies in the industries we target.

Our principal executive offices are located at 1360 Post Oak Blvd., Suite 2100, Houston, Texas 77056, and our telephone number is (713) 629-7600.

Additional information concerning us and our subsidiaries is included in our reports and other documents incorporated by reference in this prospectus. See "Where You Can Find More Information."

#### RISK FACTORS

You should carefully consider the risks described below before making an investment decision. The risks and uncertainties described below are not the only ones facing our company. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. You should be aware that the occurrence of any of the events described in the Risk Factors section and elsewhere in this prospectus could have a material adverse effect on our business, financial condition or results of operations.

THE INDUSTRIES WE SERVE ARE SUBJECT TO RAPID TECHNOLOGICAL AND STRUCTURAL CHANGES THAT COULD REDUCE THE DEMAND FOR THE SERVICES WE PROVIDE.

The telecommunications, cable television and electric power industries are undergoing rapid change as a result of technological advances and deregulation that could in certain cases reduce the demand for our services or otherwise adversely affect our business. New or developing technologies could displace the systems used for voice, video and data transmissions, and improvements in existing technology may allow telecommunications and cable television companies to significantly improve their networks without physically upgrading them. In addition, consolidation in the telecommunications, cable television and electric power industries may result in the loss of one or more of our customers.

WE MAY BE UNSUCCESSFUL AT GENERATING INTERNAL GROWTH.

Our ability to generate internal growth will be affected by, among other factors, our success in:

- o expanding the range of services we offer to customers to address their evolving network needs;
- o attracting new customers;
- o increasing the number of projects performed for existing customers;
- o hiring and retaining employees;
- o opening additional facilities; and
- o reducing operating and overhead expenses.

Many of the factors affecting our ability to generate internal growth may be beyond our control, and we cannot be certain that our strategies will be successful or that we will be able to generate cash flow sufficient to fund our operations and to support internal growth. Our inability to achieve internal growth could materially and adversely affect our business, financial condition and results of operations.

WE MAY BE UNSUCCESSFUL AT INTEGRATING COMPANIES THAT WE ACQUIRE.

We cannot be sure that we can successfully integrate our acquired companies with our other operations without substantial costs, delays or other operational or financial problems. If we do not implement proper overall business controls, our decentralized operating strategy could result in inconsistent operating and financial practices at the companies we acquire, and our overall profitability could be adversely affected. Integrating our acquired companies involves a number of special risks which could materially and adversely affect our business, financial condition and results of operations, including:

- o failure of acquired companies to achieve the results we expect;
- o diversion of our management's attention from operational matters;
- o difficulties integrating the operations and personnel of acquired companies;
- o inability to retain key personnel of the acquired companies;
- o risks associated with unanticipated events or liabilities;
- o the potential disruption of our business; and
- o the difficulty of maintaining uniform standards, controls, procedures and policies.

If one of our acquired companies suffers customer dissatisfaction or performance problems, the reputation of our entire company could be materially and adversely affected.

WE MAY NOT HAVE ACCESS IN THE FUTURE TO SUFFICIENT FUNDING TO FINANCE DESIRED GROWTH.

If we cannot secure additional financing from time to time in the future on acceptable terms, we may be unable to support our growth strategy. We cannot readily predict the timing, size and success of our acquisition efforts and therefore the capital that we will need for these efforts. Using cash for acquisitions limits our financial flexibility and makes us more likely to seek additional capital through future debt or equity financings. Our existing debt agreements contain significant restrictions on our operational and financial flexibility, including our ability to incur additional debt if certain operating ratios are not satisfied, and if we seek more debt we may have to agree to additional covenants that limit our operational and financial flexibility. When we seek additional debt or equity financings, we cannot be certain that additional debt or equity will be available to us at all or on terms acceptable to

us. Our credit facility requires that we obtain the consent of the lenders for acquisitions exceeding a certain level of cash consideration.

OUR OPERATING RESULTS MAY VARY SIGNIFICANTLY FROM QUARTER TO QUARTER.

During the winter months, demand for our services may be lower due to inclement weather. Additionally, our quarterly results may also be materially

affected by:

- o variations in the margins of projects performed during any particular quarter;
- o regional or general economic conditions;
- o the budgetary spending patterns of customers;
- o the timing and volume of work under new agreements;
- o the termination of existing agreements;
- o costs that we incur to support growth internally or through acquisitions or otherwise;
- o losses experienced in our operations not otherwise covered by insurance;
- o the change in mix of our customers, contracts and business;
- o the timing of acquisitions;
- o the timing and magnitude of acquisition assimilation costs; and
- o increases in construction and design costs.

Accordingly, our operating results in any particular quarter may not be indicative of the results that you can expect for any other quarter or for the entire year.

#### OUR DEPENDENCE UPON FIXED PRICE CONTRACTS COULD ADVERSELY AFFECT OUR BUSINESS.

We currently generate, and expect to continue to generate, a significant portion of our revenues under fixed price contracts. We must estimate the costs of completing a particular project to bid for such fixed price contracts. The cost of labor and materials, however, may vary from the costs we originally estimated. These variations, along with other risks inherent in performing fixed price contracts, may cause actual revenue and gross profits for a project to differ from those we originally estimated and could result in reduced profitability or losses on projects. Depending upon the size of a particular project, variations from the estimated contract costs can have a significant impact on our operating results for any fiscal quarter or year.

#### MANY OF OUR CONTRACTS MAY BE CANCELED ON SHORT NOTICE AND WE MAY BE UNSUCCESSFUL IN REPLACING OUR CONTRACTS AS THEY ARE COMPLETED OR EXPIRE.

Any of the following contingencies may have a material adverse effect on our revenue, net income and liquidity:

- o our customers cancel a significant number of contracts;
- o we fail to win a significant number of our existing contracts upon re-bid; or
- o we complete the required work under a significant number of non-recurring projects and cannot replace them with similar projects.

Many of our customers may cancel their contracts on short notice, typically 30 to 90 days, even if we are not in default under the contract. Certain of our customers assign work to us on a project-by-project basis under master service agreements. Under these agreements, our customers often have no obligation to assign work to us. Our operations could be materially and adversely affected if the volume of work we anticipate receiving from these customers is not assigned to us. Many of our contracts, including our master service agreements, are opened to public bid at the expiration of their terms. We cannot assure you that we will be the successful bidder on our existing contracts that come up for bid.

#### OUR BUSINESS GROWTH COULD OUTPACE THE CAPABILITY OF OUR CORPORATE MANAGEMENT INFRASTRUCTURE.

We cannot be certain that our systems, procedures and controls will be adequate to support our operations as they expand. Future growth will also impose significant additional responsibilities on members of our senior management, including the need to recruit and integrate new senior level managers and executives. We cannot be certain that we can recruit and retain such additional managers and executives. To the extent that we are unable to

manage our growth effectively, or are unable to attract and retain additional qualified management, our financial condition and results of operations could be materially and adversely affected.

THE DEPARTURE OF KEY PERSONNEL COULD DISRUPT OUR BUSINESS.

We depend on the continued efforts of our executive officers and on senior management of the businesses that we acquire. Although we intend to enter into an employment agreement with each of our executive officers and certain other key employees, we cannot be certain that any individual will continue in such capacity for a particular period of time. The loss of key personnel, or the inability to hire and retain qualified employees, could adversely affect our business, financial condition and results of operations. We do not carry key-person life insurance on any of our employees.

OUR BUSINESS IS LABOR INTENSIVE AND WE MAY BE UNABLE TO ATTRACT AND RETAIN QUALIFIED EMPLOYEES.

Our ability to increase our productivity and profitability will be limited by our ability to employ, train and retain skilled personnel necessary to meet our operating requirements. We, like many of our competitors, are currently experiencing shortages of qualified personnel. We cannot be certain that we will be able to maintain an adequate skilled labor force necessary to operate efficiently and to support our growth strategy or that our labor expenses will not increase as a result of a shortage in the supply of skilled personnel. Labor shortages as well as increased labor costs may have a material adverse affect on our ability to implement our growth strategy and our operations.

OUR UNIONIZED WORKFORCE COULD ADVERSELY AFFECT OUR OPERATIONS AND ACQUISITION STRATEGY.

A significant percentage of our employees are covered by collective bargaining agreements. Although the majority of these agreements prohibit strikes and work stoppages, we cannot be certain that strikes or work stoppages will not occur in the future. Strikes or work stoppages would adversely impact our relationship with our customers and could materially and adversely affect our business, financial condition and results of operations. In addition, our selective acquisition strategy could be adversely affected because of our union status for a variety of reasons. For instance, our union agreements may be incompatible with the union agreements of a business we want to acquire and some businesses may not want to become affiliated with a unionized company.

OUR INDUSTRY IS HIGHLY COMPETITIVE.

Our industry includes numerous small, owner-operated private companies, a few public companies and several large regional companies. In addition, there are few barriers to entry into our industry. As a result, any organization that has adequate financial resources and access to technical expertise may become one of our competitors. Competition in the industry depends on a number of factors, including price. Certain of our competitors may have lower overhead cost structures than we do and may therefore be able to provide their services at lower rates than we can provide the same services. In addition, some of our competitors are larger and have greater resources than us. We cannot be certain that our competitors will not develop the expertise, experience and resources to provide services that are superior in both price and quality to our services. Similarly, we cannot be certain that we will be able to maintain or enhance our competitive position within our industry. We may also face competition from the in-house service organizations of our existing or prospective customers. Telecommunications, cable television and electric power service providers usually employ personnel who perform some of the same types of services we do. We cannot be certain that our existing or prospective customers will continue to outsource services in the future.

OUR RESULTS OF OPERATIONS COULD BE ADVERSELY AFFECTED AS A RESULT OF GOODWILL AMORTIZATION.

When we acquire a business using purchase accounting, we record an asset called "goodwill" equal to the excess amount we pay for the business, including liabilities assumed, over the fair value of the tangible assets of the business we acquire. Pursuant to generally accepted accounting principles, we amortize this goodwill over its estimated useful life. We amortize goodwill over 40 years following the acquisition, which directly impacts our earnings in those years. Furthermore, we continually evaluate whether events or circumstances have occurred that indicate that the remaining useful life of goodwill may warrant revision or that the remaining balance may not be recoverable. Should we be required to accelerate the amortization of goodwill or write it off completely because of impairments or changes in accepted accounting principles, our results from operations may be materially and adversely affected.

WE COULD HAVE POTENTIAL EXPOSURE TO ENVIRONMENTAL LIABILITIES.

Our operations are subject to various environmental laws and regulations, including those dealing with the handling and disposal of waste products, [polychlorinated biphenyls,] fuel storage and air quality. As a result of past



and future operations at our facilities, we may incur environmental remediation costs and other cleanup expenses. In addition, we cannot be certain that we will be able to identify or be indemnified for all potential environmental liabilities relating to any acquired business.

CERTAIN PROVISIONS OF OUR CORPORATE GOVERNING DOCUMENTS COULD MAKE AN ACQUISITION OF OUR COMPANY MORE DIFFICULT.

Certain provisions in our certificate of incorporation and bylaws, our stockholders rights plan and Delaware law could discourage potential acquisition proposals, delay or prevent a change in control of Quanta or limit the price that investors may be willing to pay in the future for shares of our common stock. Our certificate of incorporation permits our board of directors to issue "blank check" preferred stock and to adopt amendments to our bylaws. Our bylaws restrict the right of stockholders to nominate directors and to submit proposals to be considered at stockholder meetings. Also, our certificate of incorporation and bylaws restrict the right of stockholders to call a special meeting of stockholders and to act by written consent. We are also subject to provisions of Delaware law which may prohibit us from engaging in any of a broad range of business transactions with an "interested stockholder" for a period of three years following the date such stockholder became classified as an interested stockholder. In addition, in March 2000 we adopted a stockholders rights plan that could cause substantial dilution to a person or group that attempts to acquire us on terms not approved by our board of directors.

FUTURE SALES OF OUR COMMON STOCK MAY ADVERSELY AFFECT OUR STOCK PRICE.

We have issued a significant amount of shares of our common stock as consideration for our acquisitions. Typically we obtain lock-up agreements from the stockholders of companies we acquire that restrict them from selling Quanta shares received by them in such transactions for at least one year. A significant amount of our outstanding common stock will become available for resale as these lock-up agreements expire. Future sales of substantial amounts of our common stock in the public market, or the perception that such sales could occur, could adversely affect the market price of our common stock.

# 8

## USE OF PROCEEDS

Unless otherwise provided in a prospectus supplement, we will use the net proceeds from the sale of the securities offered by this prospectus and any prospectus supplement for general corporate purposes, including repayment of borrowings, working capital, capital expenditures and acquisitions.

## HOLDING COMPANY STRUCTURE

Quanta Services, Inc. is a holding company and our assets consist primarily of investments in our subsidiaries. Quanta's rights and the rights of our creditors, including holders of our debt securities, to participate in the distribution of assets of any person in which Quanta owns an equity interest will be subject to prior claims of the subsidiary's creditors upon the subsidiary's liquidation or reorganization. Although Quanta may itself be a creditor with recognized claims against such a subsidiary, claims of Quanta would still be subject to the prior claims of any secured creditor of such a subsidiary and of any holder of indebtedness of such a subsidiary that is senior to that held by Quanta. Accordingly, the holder of our debt securities may be deemed to be effectively subordinated to those claims.

## RATIOS OF EARNINGS TO FIXED CHARGES AND EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED DIVIDENDS

The following table contains our consolidated ratios of earnings to fixed charges and earnings to combined fixed charges and preferred dividends for the periods indicated.

	YEAR ENDED DECEMBER 31,					THREE MONTHS
	1995	1996	1997	1998	1999	MARCH 31, 2000
ENDED	----	----	----	----	----	-----
				(unaudited)		
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Ratio of earnings to fixed charges.....	2.7	4.2	3.4	6.1	6.4	7.4
Ratio of earnings to combined fixed charges and preferred dividends.....	2.7	4.2	3.4	6.1	6.2	6.9

For purposes of computing the ratios of earnings to fixed charges and earnings to fixed charges plus dividends:

- (1) earnings consist of income before provision for income taxes plus fixed charges (excluding capitalized interest) and
- (2) "fixed charges" consist of interest expensed and capitalized, amortization of debt discount and expense relating to indebtedness and the portion of rental expense representative of the interest factor attributable to leases for rental property.

#### DESCRIPTION OF DEBT SECURITIES

The Debt Securities will be either our senior debt securities ("Senior Debt Securities") or our subordinated debt securities ("Subordinated Debt Securities"). The Senior Debt Securities and the Subordinated Debt Securities will be issued under separate Indentures between Quanta and Chase Bank of Texas, National Association (the "Trustee"). Senior Debt Securities will be issued under a "Senior Indenture" and Subordinated Debt Securities will be issued under a "Subordinated Indenture." Together the Senior Indenture and the Subordinated Indenture are called "Indentures." The terms of the Debt Securities include those stated in the Indentures and those made part of the Indentures by reference to the Trust indenture Act of 1939, as amended. For purposes of this Description of Debt Securities, references to "we," "us," "our," "Company" or "Quanta" include only Quanta Services, Inc. and not its subsidiaries.

The Debt Securities may be issued from time to time in one or more series. The particular terms of each series which are offered by a prospectus supplement will be described in the prospectus supplement.

We have summarized selected provisions of the Indentures below. The summary is not complete. The form of each Indenture is filed as an exhibit to the registration statement of which this prospectus forms a part and you should read the Indenture for provisions that may be important to you. In the summary below we have included

#### 9

references to section numbers of the applicable Indentures so that you can easily locate these provisions. Whenever we refer in this prospectus or in the prospectus supplement to particular sections or defined terms of the Indenture, such sections or defined terms are incorporated by reference herein or therein, as applicable. Capitalized terms used in the summary have the meanings specified in the Indentures.

#### GENERAL

The Indentures provide that Debt Securities in separate series may be issued thereunder from time to time without limitation as to aggregate principal amount. We may specify a maximum aggregate principal amount for the Debt Securities of any series. (Section 301) We will determine the terms and conditions of the Debt Securities, including the maturity, principal and interest, but those terms must be consistent with the Indenture. The Debt Securities will be our unsecured obligations.

The Subordinated Debt Securities will be subordinated in right of payment to the prior payment in full of all of our Senior Debt (as defined) as described under "-- Subordination of Subordinated Debt Securities" and in the prospectus supplement applicable to any Subordinated Debt Securities. If the prospectus supplement so indicates, the Debt Securities will be convertible into our common stock as described under "-- Conversion of Debt Securities."

The applicable prospectus supplement will set forth the price or prices at which the Debt Securities to be offered will be issued and will describe, among other things, the following terms of such Debt Securities:

- (1) the title of the Debt Securities;
- (2) whether the Debt Securities are Senior Debt Securities or Subordinated Debt Securities and, if Subordinated Debt Securities, the related subordination terms;
- (3) any limit on the aggregate principal amount of the Debt Securities;
- (4) the dates on which the principal of the Debt Securities will be payable;
- (5) the interest rate which the Debt Securities will bear and the interest payment dates for the Debt Securities;
- (6) the places where payments on the Debt Securities will be payable;
- (7) any terms upon which the Debt Securities may be

redeemed, in whole or in part, at our option;

(8) any sinking fund or other provisions that would obligate us to repurchase or otherwise redeem the Debt Securities;

(9) the portion of the principal amount, if less than all, of the Debt Securities that will be payable upon declaration of acceleration of the Maturity of the Debt Securities;

(10) whether the Debt Securities are defeasible;

(11) any addition to or change in the Events of Default;

(12) whether the Debt Securities are convertible into our common stock and, if so, the terms and conditions upon which conversion will be effected, including the initial conversion price or conversion rate ("the Conversion Price") and any adjustments thereto in addition to or different from those described in this prospectus, the conversion period and other conversion provisions in addition to or in lieu of those described in this prospectus;

(13) any addition to or change in the covenants in the Indenture applicable to any of the Debt Securities; and

10

(14) any other terms of the Debt Securities not inconsistent with the provisions of the Indenture. (Section 301)

Debt Securities, including Original Issue Discount Securities, may be sold at a substantial discount below their principal amount. Federal income tax considerations, including special United States federal income tax considerations applicable to Debt Securities sold at an original issue discount, may be described in the applicable prospectus supplement. In addition, special United States federal income tax or other considerations applicable to any Debt Securities that are denominated in a currency or currency unit other than United States dollars may be described in the applicable prospectus supplement.

#### SUBORDINATION OF SUBORDINATED DEBT SECURITIES

The indebtedness evidenced by the Subordinated Debt Securities will, to the extent set forth in the Subordinated Indenture with respect to each series of Subordinated Debt Securities, be subordinate in right of payment to the prior payment in full of all of our Senior Debt, including the Senior Debt Securities. The prospectus supplement relating to any Subordinated Debt Securities will summarize the subordination provisions of the Subordinated Indenture applicable to that series including:

- o the applicability and effect of such provisions upon any payment or distribution of our assets to creditors upon any liquidation, dissolution, winding-up, reorganization, assignment for the benefit of creditors or marshaling of assets or any bankruptcy, insolvency or similar proceedings;
- o the applicability and effect of such provisions in the event of specified defaults with respect to any Senior Debt, including the circumstances under which and the periods in which we will be prohibited from making payments on the Subordinated Debt Securities; and
- o the definition of Senior Debt applicable to the Subordinated Debt Securities of that series and, if the series is issued on a senior subordinated basis, the definition of Subordinated Debt applicable to that series.

The prospectus supplement will also describe as of a recent date the approximate amount of Senior Debt to which the Subordinated Debt Securities of that series will be subordinated.

The failure to make any payment on any of the Subordinated Debt Securities by reason of the subordination provisions of the Subordinated Indenture described in the prospectus supplement will not be construed as preventing the occurrence of an Event of Default with respect to the Subordinated Debt Securities arising from any such failure to make payment.

The subordination provisions described above will not be applicable to payments in respect of the Subordinated Debt Securities from a defeasance trust established in connection with any defeasance or covenant defeasance of the Subordinated Debt Securities as described under "-- Defeasance and Covenant Defeasance."

#### CONVERSION OF DEBT SECURITIES

The Indentures may provide for a right of conversion of Debt Securities into our common stock (or cash in lieu thereof). (Sections 301 and 1701). The following provisions will apply to Debt Securities that are convertible Debt Securities unless otherwise provided in the prospectus supplement for such Debt Securities.

The Holder of any convertible Debt Securities will have the right exercisable at any time prior to the close of business on the second Business Day prior to their Stated Maturity, unless previously redeemed or otherwise purchased by us, to convert such Debt Securities into shares of common stock at the Conversion Price set forth in the prospectus supplement, subject to adjustment. (Section 1702). The Holder of convertible Debt Securities may convert any portion thereof which is \$1,000 in principal amount or any multiple thereof. (Section 1702).

In certain events, the Conversion Price will be subject to adjustment as set forth in the Indenture. Such events include:

11

(a) any payment of a dividend (or other distribution) payable in common stock on any class of our Capital Stock;

(b) any subdivision, combination or reclassification of common stock;

(c) any issuance to all holders of common stock of rights, options or warrants entitling them to subscribe for or purchase common stock at less than the then current market price (as determined in accordance with the Indenture) of common stock; provided, however, that if such rights, options or warrants are only exercisable upon the occurrence of certain triggering events relating to control and provided for in shareholders' rights plans, then the Conversion Price will not be adjusted until such triggering events occur, and provided further that if any such rights, options or warrants expire unexercised, the Conversion Price will be readjusted to take into account only the number of such rights, options or warrants actually exercised;

(d) any distribution to all holders of common stock of evidences of indebtedness, shares of our Capital Stock other than common stock, cash or other assets (including securities, but excluding those dividends and distributions referred to above for which an adjustment must be made and excluding regular dividends and distributions paid exclusively in cash);

(e) any distribution consisting exclusively of cash (excluding any cash portion of distributions referred to in (d) above, or cash distributed upon a merger or consolidation to which the third succeeding paragraph applies) to all holders of common stock in an aggregate amount that, combined together with (1) all other such all-cash distributions made within the then preceding 12 months in respect of which no adjustment has been made and (2) any cash and the fair market value of other consideration paid or payable in respect of any tender offer by us or any of our Subsidiaries for common stock concluded within the preceding 12 months in respect of which no adjustment has been made, exceeds 15% of our company's market capitalization (defined as being the product of the then current market price of the common stock times the aggregate number of shares of common stock, Limited Vote Common Stock and Series A preferred stock, on an as converted basis, then outstanding) on the record date of such distribution; and

(f) the completion of a tender or exchange offer made by us or any of our Subsidiaries for common stock that involves an aggregate consideration that, together with (1) any cash and the fair market value of other consideration payable in a tender or exchange offer by us or any of our Subsidiaries for common stock expiring within the 12 months preceding the expiration of such tender or exchange offer in respect of which no adjustment has been made and (2) the aggregate amount of any such all-cash distributions referred to in (e) above to all holders of common stock within the 12 months preceding the expiration of such tender or exchange offer in respect of which no adjustments have been made, exceeds 15% of our market capitalization on the expiration of such tender offer.

No adjustment of the Conversion Price will be required to be made until the cumulative adjustments amount to 1.0% or more of the Conversion Price as last adjusted. We reserve the right to make such reductions in the Conversion Price in addition to those required in the preceding provisions as we consider to be advisable in order that any event treated for federal income tax purposes as a dividend of a stock or stock rights will not be taxable to the recipients. Should we elect to make such a reduction in the Conversion Price, we will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Conversion Price. (Section 1704).

If we distribute rights, options or warrants (other than those referred to in (c) in the preceding paragraph) pro rata to holders of common stock, so long as any such rights, options or warrants have not expired or been redeemed by us, the Holder of any convertible Debt Security surrendered for conversion will be entitled to receive upon such conversion, in addition to the shares of common stock issuable upon such conversion (the "Conversion Shares"), a number of rights or warrants to be determined as follows:

(1) if such conversion occurs on or prior to the date for the distribution to the holders of rights or warrants of separate certificates evidencing such rights or warrants (the "Distribution Date"), the same number of rights or warrants to which a holder of a number of shares of common stock equal to the number of Conversion Shares is entitled at the time of such conversion in accordance with the terms and provisions of and applicable to the rights or warrants; and

12

(2) if such conversion occurs after such Distribution Date, the number of rights or warrants to which a holder of the number of shares of common stock into which such Debt Security was convertible immediately prior to such Distribution Date would have been entitled on such Distribution Date in accordance with the terms and provisions of and applicable to the rights or warrants.

The Conversion Price will not be subject to adjustment on account of any declaration, distribution or exercise of such rights or warrants. (Section 1704).

Fractional shares of common stock will not be issued upon conversion, but, instead, we will pay a cash adjustment based on the then current market price for the common stock. (Section 1703) Upon conversion, no adjustments will be made for accrued interest or dividends, and therefore convertible Debt Securities surrendered for conversion between the record date for an interest payment and the Interest Payment Date (except convertible Debt Securities called for redemption on a redemption date during such period) must be accompanied by payment of an amount equal to the interest thereon which the Holder is to receive. (Sections 1704 and 1702).

In the case of any reclassification of the Conversion Shares, consolidation or merger of our company with or into another Person or any merger of another Person with or into us (with certain exceptions), or in case of any transfer or other disposition of all or substantially all of our assets, each convertible Debt Security then outstanding will, without the consent of any Holder, become convertible only into the kind and amount of securities, cash and other property receivable upon such reclassification, consolidation, merger, conveyance, transfer or lease by a holder of the number of shares of common stock into which such Debt Security was convertible immediately prior thereto, after giving effect to any adjustment event, who failed to exercise any rights of election and received per share the kind and amount received per share by a plurality of non-electing shares. (Section 1705).

#### FORM, EXCHANGE AND TRANSFER

The Debt Securities of each series will be issuable only in fully registered form, without coupons, and, unless otherwise specified in the applicable prospectus supplement, only in denominations of \$1,000 and integral multiples thereof. (Section 302)

At the option of the Holder, subject to the terms of the applicable Indenture and the limitations applicable to Global Securities, Debt Securities of each series will be exchangeable for other Debt Securities of the same series of any authorized denomination and of a like tenor and aggregate principal amount. (Section 305)

Subject to the terms of the applicable Indenture and the limitations applicable to Global Securities, Debt Securities may be presented for exchange as provided above or for registration of transfer (duly endorsed or with the form of transfer endorsed thereon duly executed) at the office of the Security Registrar or at the office of any transfer agent designated by us for such purpose. No service charge will be made for any registration of transfer or exchange of Debt Securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Such transfer or exchange will be effected upon the Security Registrar or such transfer agent, as the case may be, being satisfied with the documents of title and identity of the person making the request. The Security Registrar and any other transfer agent initially designated by us for any Debt Securities will be named in the applicable prospectus supplement. (Section 305) We may at any time designate additional transfer agents or rescind the designation of any transfer agent or approve a change in the office through which any transfer agent acts, except that we will be required to maintain a transfer agent in each Place of Payment for the Debt Securities of each series. (Section 1002).

If the Debt Securities of any series (or of any series and specified terms) are to be redeemed in part, we will not be required to (i) issue, register the transfer of or exchange any Debt Security of that series (or of that series and specified terms, as the case may be) during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of any such Debt Security that may be selected for redemption and ending at the close of business on the day of such mailing or (ii) register the transfer of or exchange any Debt Security so selected for redemption, in whole or in part, except the unredeemed portion of any such Debt Security being redeemed in part.  
(Section 305)

#### GLOBAL SECURITIES

Some or all of the Debt Securities of any series may be represented, in whole or in part, by one or more Global Securities which will have an aggregate principal amount equal to that of the Debt Securities represented thereby. Each Global Security will be registered in the name of a Depositary or its nominee identified in the applicable prospectus supplement, will be deposited with such Depositary or nominee or its custodian and will bear a legend regarding the restrictions on exchanges and registration of transfer thereof referred to below and any such other matters as may be provided for pursuant to the applicable Indenture.

Notwithstanding any provision of the Indentures or any Debt Security described in this prospectus, no Global Security may be exchanged in whole or in part for Debt Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any person other than the Depositary for such Global Security or any nominee of such Depositary unless:

(1) the Depositary has notified us that it is unwilling or unable to continue as Depositary for such Global Security or has ceased to be qualified to act as such as required by the applicable Indenture and a successor Depositary has not been obtained;

(2) an Event of Default with respect to the Debt Securities represented by such Global Security has occurred and is continuing and the Security Registrar has received a written request from the Depositary to issue certificated Debt Securities; or

(3) other circumstances exist, in addition to or in lieu of those described above, as may be described in the applicable prospectus supplement.

All Debt Securities issued in exchange for a Global Security or any portion thereof will be registered in such names as the Depositary may direct. (Sections 205 and 305)

As long as the Depositary, or its nominee, is the registered Holder of a Global Security, the Depositary or such nominee, as the case may be, will be considered the sole owner and Holder of such Global Security and the Debt Securities that it represents for all purposes under the Debt Securities and the applicable Indenture. Except in the limited circumstances referred to above, owners of beneficial interests in a Global Security will not be entitled to have such Global Security or any Debt Securities that it represents registered in their names, will not receive or be entitled to receive physical delivery of certificated Debt Securities in exchange therefor and will not be considered to be the owners or Holders of such Global Security or any Debt Securities that it represents for any purpose under the Debt Securities or the applicable Indenture. All payments on a Global Security will be made to the Depositary or its nominee, as the case may be, as the Holder of the security. The laws of some jurisdictions require that some purchasers of Debt Securities take physical delivery of such Debt Securities in definitive form. These laws may impair the ability to transfer beneficial interests in, or pledge, a Global Security.

Ownership of beneficial interests in a Global Security will be limited to institutions that have accounts with the Depositary or its nominee ("participants") and to persons that may hold beneficial interests through participants. In connection with the issuance of any Global Security, the Depositary will credit, on its book-entry registration and transfer system, the respective principal amounts of Debt Securities represented by the Global Security to the accounts of its participants. Ownership of beneficial interests in a Global Security will be shown only on, and the transfer of those ownership interests will be effected only through, records maintained by the Depositary (with respect to participants' interests) or any such participant (with respect to interests of persons held by such participants on their behalf). Payments, transfers, exchanges and other matters relating to beneficial interests in a Global Security may be subject to various policies and procedures adopted by the Depositary from time to time. None of us, the Trustees or our agents will have any responsibility or liability for any aspect of the Depositary's or any participant's records relating to, or for payments made on account of,

beneficial interests in a Global Security, or for maintaining, supervising or reviewing any records relating to such beneficial interests.

#### PAYMENT AND PAYING AGENTS

Unless otherwise indicated in the applicable prospectus supplement, payment of interest on a Debt Security on any Interest Payment Date will be made to the Person in whose name such Debt Security (or one or more Predecessor Debt Securities) is registered at the close of business on the Regular Record Date for such interest. (Section 307)

#### 14

Unless otherwise indicated in the applicable prospectus supplement, principal of and any premium and interest on the Debt Securities of a particular series will be payable at the office of such Paying Agent or Paying Agents as we may designate for such purpose from time to time, except that at our option payment of any interest may be made by check mailed to the address of the Person entitled thereto as such address appears in the Security Register. Unless otherwise indicated in the applicable prospectus supplement, the corporate trust office of the Trustee under the Senior Indenture in The City of New York will be designated as sole Paying Agent for payments with respect to Senior Debt Securities of each series, and the corporate trust office of the Trustee under the Subordinated Indenture in The City of New York will be designated as the sole Paying Agent for payment with respect to Subordinated Debt Securities of each series. Any other Paying Agents initially designated by us for the Debt Securities of a particular series will be named in the applicable prospectus supplement. We may at any time designate additional Paying Agents or rescind the designation of any Paying Agent or approve a change in the office through which any Paying Agent acts, except that we will be required to maintain a Paying Agent in each Place of Payment for the Debt Securities of a particular series. (Section 1002)

All moneys paid by us to a Paying Agent for the payment of the principal of or any premium or interest on any Debt Security which remain unclaimed at the end of two years after such principal, premium or interest has become due and payable will be repaid to us, and the Holder of such Debt Security thereafter may look only to us for payment thereof. (Section 1003)

#### CONSOLIDATION, MERGER AND SALE OF ASSETS

We may not consolidate with or merge into, or transfer, lease or otherwise dispose of all or substantially all of our assets to, any Person (a "successor Person"), and may not permit any Person to consolidate with or merge into us, unless:

(1) the successor Person (if any) is a corporation, partnership, trust or other entity organized and validly existing under the laws of any domestic jurisdiction and assumes our obligations on the Debt Securities and under the Indentures;

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

(3) several other conditions, including any additional conditions with respect to any particular Debt Securities specified in the applicable prospectus supplement, are met. (Section 801)

#### EVENTS OF DEFAULT

Unless otherwise specified in the prospectus supplement, each of the following will constitute an Event of Default under the applicable Indenture with respect to Debt Securities of any series:

(1) failure to pay principal of or any premium on any Debt Security of that series when due, whether or not, in the case of Subordinated Debt Securities, such payment is prohibited by the subordination provisions of the Subordinated Indenture;

(2) failure to pay any interest on any Debt Securities of that series when due, continued for 30 days, whether or not, in the case of Subordinated Debt Securities, such payment is prohibited by the subordination provisions of the Subordinated Indenture;

(3) failure to deposit any sinking fund payment, when due, in respect of any Debt Security of that series, whether or not, in the case of Subordinated Debt Securities, such deposit is prohibited by the subordination provisions of the Subordinated Indenture;

(4) failure to perform any of our other covenants in such Indenture (other than a covenant included in such Indenture solely for the benefit of a series other than that series), continued for 60 days after written

notice has been given by the applicable Trustee, or the Holders of at least 25% in principal amount of the Outstanding Debt Securities of that series, as provided in such Indenture;

15

(5) failure to perform or comply with the provisions described under "Consolidation, Merger and Sale of Assets"; and

(6) certain events of bankruptcy, insolvency or reorganization affecting us, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary. (Section 501)

If an Event of Default (other than an Event of Default described in clause (6) above) with respect to the Debt Securities of any series at the time Outstanding shall occur and be continuing, either the applicable Trustee or the Holders of at least 25% in principal amount of the Outstanding Debt Securities of that series by notice as provided in the Indenture may declare the principal amount of the Debt Securities of that series (or, in the case of any Debt Security that is an Original Issue Discount Debt Security or the principal amount of which is not then determinable, such portion of the principal amount of such Debt Security, or such other amount in lieu of such principal amount, as may be specified in the terms of such Debt Security) to be due and payable immediately. If an Event of Default described in clause (6) above with respect to the Debt Securities of any series at the time Outstanding shall occur, the principal amount of all the Debt Securities of that series (or, in the case of any such Original Issue Discount Security or other Debt Security, such specified amount) will automatically, and without any action by the applicable Trustee or any Holder, become immediately due and payable. After any such acceleration, but before a judgment or decree based on acceleration, the Holders of a majority in principal amount of the Outstanding Debt Securities of that series may, under certain circumstances, rescind and annul such acceleration if all Events of Default, other than the non-payment of accelerated principal (or other specified amount), have been cured or waived as provided in the applicable Indenture. (Section 502) For information as to waiver of defaults, see "-- Modification and Waiver" below.

Subject to the provisions of the Indentures relating to the duties of the Trustees in case an Event of Default shall occur and be continuing, each Trustee will be under no obligation to exercise any of its rights or powers under the applicable Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to such Trustee reasonable indemnity. (Section 603) Subject to such provisions for the indemnification of the Trustees, the Holders of a majority in principal amount of the Outstanding Debt Securities of any series will have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of that series. (Section 512)

No Holder of a Debt Security of any series will have any right to institute any proceeding with respect to the applicable Indenture, or for the appointment of a receiver or a trustee, or for any other remedy thereunder, unless:

(1) such Holder has previously given to the Trustee under the applicable Indenture written notice of a continuing Event of Default with respect to the Debt Securities of that series;

(2) the Holders of at least 25% in principal amount of the Outstanding Debt Securities of that series have made written request, and such Holder or Holders have offered reasonable indemnity, to the Trustee to institute such proceeding as trustee; and

(3) the Trustee has failed to institute such proceeding, and has not received from the Holders of a majority in principal amount of the Outstanding Debt Securities of that series a direction inconsistent with such request, within 60 days after such notice, request and offer. (Section 507)

However, such limitations do not apply to a suit instituted by a Holder of a Debt Security for the enforcement of payment of the principal of or any premium or interest on such Debt Security on or after the applicable due date specified in such Debt Security or, if applicable, to convert such Debt Security. (Section 508)

We will be required to furnish to each Trustee annually a statement by certain of our officers as to whether or not we, to their knowledge, are in default in the performance or observance of any of the terms, provisions and conditions of the applicable Indenture and, if so, specifying all such known defaults. (Section 1004)

#### MODIFICATION AND WAIVER

Modifications and amendments of an Indenture may be made by us and the



applicable Trustee with the consent of the Holders of a majority in principal amount of the Outstanding Debt Securities of each series affected by such

16

modification or amendment; provided, however, that no such modification or amendment may, without the consent of the Holder of each Outstanding Debt Security affected thereby:

- (1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Debt Security;
- (2) reduce the principal amount of, or any premium or interest on, any Debt Security;
- (3) reduce the amount of principal of an Original Issue Discount Security or any other Debt Security payable upon acceleration of the Maturity thereof;
- (4) change the place or currency of payment of principal of, or any premium or interest on, any Debt Security;
- (5) impair the right to institute suit for the enforcement of any payment on or any conversion right with respect to any Debt Security;
- (6) in the case of Subordinated Debt Securities, modify the subordination provisions in a manner adverse to the Holders of the Subordinated Debt Securities;
- (7) in the case of convertible Debt Securities, modify the conversion provisions in a manner adverse to the Holders of the convertible Debt Securities;
- (8) reduce the percentage in principal amount of Outstanding Debt Securities of any series, the consent of whose Holders is required for modification or amendment of the Indenture;
- (9) reduce the percentage in principal amount of Outstanding Debt Securities of any series necessary for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults;
- (10) modify such provisions with respect to modification and waiver; or
- (11) following the making of an offer to purchase Debt Securities made pursuant to a covenant contained in the Indenture, modify the provisions of the Indenture with respect to such offer to purchase in a manner adverse to the Holders of such Debt Securities. (Section 902)

Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more supplemental indentures, for any of the following purposes:

- (1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company;
- (2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Debt Securities or to surrender any right or power conferred upon the Company;
- (3) to add any additional Events of Default for the benefit of the Holders of all or any series of Debt Securities;
- (4) to add to or change any of the provisions of the Indenture to permit or facilitate the issuance of Debt Securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Debt Securities in uncertificated form;
- (5) to add to, change or eliminate any of the provisions of the Indenture in respect of one or more series of Debt Securities, provided that any such addition, change or elimination (A) shall neither (i) apply to any Debt Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the Holder of any such Debt Security with respect to such provision or (B) shall become effective only when there is no such Debt Security outstanding;
- (6) to secure the Debt Securities;

17

(7) to establish the form or terms of Debt Securities of any series as permitted by the Indenture;

(8) to evidence and provide for the acceptance of appointment by a successor Trustee with respect to the Debt Securities of one or more series and to add to or change any of the provisions of the Indenture to provide for or facilitate the administration of the trusts by more than one Trustee;

(9) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision in the Indenture, or to make any other provisions with respect to matters or questions arising under the Indenture, provided that such action pursuant to this Clause (9) shall not adversely affect the interests of the Holders of Debt Securities of any series in any material respect; or

(10) to provide for the continuation of conversion rights in the case of certain mergers, consolidations or asset sales pursuant to Section 1705 of the Indenture. (Section 901)

The Holders of a majority in principal amount of the Outstanding Debt Securities of any series may waive compliance by us with certain restrictive provisions of the applicable Indenture. (Section 1009) The Holders of a majority in principal amount of the Outstanding Debt Securities of any series may waive any past default under the applicable Indenture, except a default in the payment of principal, premium or interest and certain covenants and provisions of the Indenture which cannot be amended without the consent of the Holder of each Outstanding Debt Security of such series affected. (Section 513)

The Indentures provide that in determining whether the Holders of the requisite principal amount of the Outstanding Debt Securities have given or taken any direction, notice, consent, waiver or other action under such Indenture as of any date:

(1) the principal amount of an Original Issue Discount Security that will be deemed to be Outstanding will be the amount of the principal thereof that would be due and payable as of such date upon acceleration of the Maturity thereof to such date;

(2) if, as of such date, the principal amount payable at the Stated Maturity of a Debt Security is not determinable (for example, because it is based on an index), the principal amount of such Debt Security deemed to be Outstanding as of such date will be an amount determined in the manner prescribed for such Debt Security; and

(3) the principal amount of a Debt Security denominated in one or more foreign currencies or currency units that will be deemed to be Outstanding will be the U.S. dollar equivalent, determined as of such date in the manner prescribed for such Debt Security, of the principal amount of such Debt Security (or, in the case of a Debt Security described in clause (1) or (2) above, of the amount described in such clause).

Certain Debt Securities, including those for whose payment or redemption money has been deposited or set aside in trust for the Holders and those that have been fully defeased pursuant to Section 1502, will not be deemed to be Outstanding. (Section 101)

Except in certain limited circumstances, we will be entitled to set any day as a record date for the purpose of determining the Holders of Outstanding Debt Securities of any series entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action under the applicable Indenture, in the manner and subject to the limitations provided in the Indenture. If a record date is set for any action to be taken by Holders of a particular series, such action may be taken only by persons who are Holders of Outstanding Debt Securities of that series on the record date. To be effective, such action must be taken by Holders of the requisite principal amount of such Debt Securities within a specified period following the record date. For any particular record date, this period will be 180 days or such other period as may be specified by us (or the Trustee, if it set the record date), and may be shortened or lengthened (but not beyond 180 days) from time to time. (Section 104)

#### DEFEASANCE AND COVENANT DEFEASANCE

If and to the extent indicated in the applicable prospectus supplement, we may elect, at our option at any time, to have the provisions of Section 1502, relating to defeasance and discharge of indebtedness, or Section 1503, relating to defeasance of certain restrictive covenants applied to the Debt Securities of any series, or to any specified part of a series. (Section 1501)

Defeasance and Discharge. The Indentures provide that, upon our exercise of our option (if any) to have Section 1502 applied to any Debt Securities, we will be discharged from all our obligations, and, if such Debt Securities are Subordinated Debt Securities, the provisions of the Subordinated Indenture relating to subordination (but not to conversion, if applicable) will cease to be effective, with respect to such Debt Securities (except for certain obligations to exchange or register the transfer of Debt Securities, to replace stolen, lost or mutilated Debt Securities, to maintain paying agencies and to hold moneys for payment in trust) upon the deposit in trust for the benefit of the Holders of such Debt Securities of money or U.S. Government Obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal of and any premium and interest on such Debt Securities on the respective Stated Maturities or Redemption Date in accordance with the terms of the applicable Indenture and such Debt Securities. Such defeasance or discharge may occur only if, among other things:

(1) we have delivered to the applicable Trustee an Opinion of Counsel to the effect that we have received from, or there has been published by, the United States Internal Revenue Service a ruling, or there has been a change in tax law, in either case to the effect that Holders of such Debt Securities will not recognize gain or loss for federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge were not to occur;

(2) no Event of Default or event that with the passing of time or the giving of notice, or both, shall constitute an Event of Default shall have occurred or be continuing;

(3) such deposit, defeasance and discharge will not result in a breach or violation of, or constitute a default under, any agreement or instrument to which we or any Restricted Subsidiary is a party or by which we or any Restricted Subsidiary is bound;

(4) in the case of Subordinated Debt Securities, at the time of such deposit, no default in the payment of all or a portion of principal of (or premium, if any) or interest on or other obligations in respect of any of our Senior Debt shall have occurred and be continuing and no other event of default with respect to any of our Senior Debt shall have occurred and be continuing, permitting after notice or the lapse of time, or both, the acceleration thereof; and

(5) we have delivered to the Trustee an Opinion of Counsel to the effect that such deposit shall not cause the Trustee or the trust so created to be subject to the Investment Company Act of 1940. (Sections 1502 and 1504)

Defeasance of Certain Covenants. The Indentures provide that, upon our exercise of our option (if any) to have Section 1503 applied to any Debt Securities, we may omit to comply with certain restrictive covenants, including those that may be described in the applicable prospectus supplement, the occurrence of certain Events of Default, which are described above in clause (4) (with respect to such restrictive covenants) under "Events of Default" and any that may be described in the applicable prospectus supplement, will not be deemed to either be or result in an Event of Default and, if such Debt Securities are Subordinated Debt Securities, the provisions of the Subordinated Indenture relating to subordination (but not to conversion, if applicable) will cease to be effective, in each case with respect to such Debt Securities. In order to exercise such option, we must deposit, in trust for the benefit of the Holders of such Debt Securities, money or U.S. Government Obligations, or both, which, through the payment of principal and interest in respect thereof in accordance with their terms, will provide money in an amount sufficient to pay the principal of and any premium and interest on such Debt Securities on the respective Stated Maturities or Redemption Date in accordance with the terms of the applicable Indenture and such Debt Securities. Such covenant defeasance may occur only if we have delivered to the applicable Trustee an Opinion of Counsel that in effect says that Holders of such Debt Securities will not recognize gain or loss for federal income tax purposes as a result of such deposit and defeasance of certain obligations and will be subject to federal income tax on the same amount, in the same manner and at the same times as would have been the case if such deposit and defeasance were

not to occur and the requirements set forth in clauses (2), (3), (4) and (5) above are satisfied. If we exercise this option with respect to any Debt Securities and such Debt Securities were declared due and payable because of the occurrence of any Event of Default, the amount of money and U.S. Government Obligations so deposited in trust would be sufficient to pay amounts due on such Debt Securities at the time of their respective Stated Maturities or Redemption Debt but may not be sufficient to pay amounts due on such Debt Securities upon

any acceleration resulting from such Event of Default. In such case, we would remain liable for such payments. (Sections 1503 and 1504)

#### NOTICES

Notices to Holders of Debt Securities will be given by mail to the addresses of such Holders as they may appear in the Security Register. (Sections 101 and 106)

#### TITLE

We, the Trustees and any agent of us or a Trustee may treat the Person in whose name a Debt Security is registered as the absolute owner of the Debt Security (whether or not such Debt Security may be overdue) for the purpose of making payment and for all other purposes. (Section 308)

#### GOVERNING LAW

The Indentures and the Debt Securities will be governed by, and construed in accordance with, the law of the State of New York. (Section 112)

#### DESCRIPTION OF CAPITAL STOCK

Our authorized capital stock consists of 100,000,000 shares of common stock, par value \$.00001 per share, 3,345,333 shares of Limited Vote Common Stock, par value \$.00001 per share, and 10,000,000 shares of preferred stock, par value \$.00001 per share.

#### COMMON STOCK AND LIMITED VOTE COMMON STOCK

The holders of common stock are entitled to one vote for each share on all matters voted upon by stockholders, including the election of directors. Such holders are not entitled to vote cumulatively for the election of directors. Holders of a majority of the shares of common stock entitled to vote in any election of directors may elect six members of our board of directors. Shares of common stock are not subject to any redemption provisions and are not convertible into any of our other securities. All outstanding shares of common stock are fully paid and non-assessable. Any additional common stock we issue will also be fully paid and non-assessable.

Holders of Limited Vote Common Stock, voting together as a single class, are entitled to elect one director. Holders of Limited Vote Common Stock are not entitled to vote on the election of any other directors. Only the holders of the Limited Vote Common Stock may remove the director such holders are entitled to elect. Holders of Limited Vote Common Stock are entitled to one-tenth of one vote for each share held on all other matters on which they are entitled to vote.

Subject to the rights of any then outstanding shares of preferred stock, holders of common stock and Limited Vote Common Stock are together entitled to participate pro rata in such dividends as may be declared in the discretion of our board of directors out of funds legally available therefor. Holders of common stock and Limited Vote Common Stock together are entitled to share ratably in the net assets of Quanta upon liquidation after payment or provision for all liabilities and any preferential liquidation rights of any preferred stock then outstanding. Holders of common stock and holders of Limited Vote Common Stock have no preemptive rights to purchase shares of stock of Quanta. Shares of common stock are not subject to any redemption provisions and are not convertible into any other securities of Quanta. Shares of Limited Vote Common Stock are not subject to any redemption provisions and are convertible into common stock as described below.

Each share of Limited Vote Common Stock will automatically convert to common stock on a share-for-share basis in the event of a permitted disposition of such share of Limited Vote Common Stock by the holder thereof (other than a distribution by a holder to its partners or beneficial owners or a transfer to a related party of such holder or to another holder of Limited Vote Common Stock or a related party thereto (whether a party is a "related

party" shall be determined in accordance with Sections 267, 707, 318 and/or 4946 of the Internal Revenue Code)). The holders of Limited Vote Common Stock have no rights to convert Limited Vote Common Stock into common stock and the only conversion feature of the Limited Vote Common Stock is the automatic conversion upon a permitted disposition.

Our common stock is listed on the NYSE.

#### PREFERRED STOCK

Series A Convertible Preferred Stock

In September 1999, Quanta entered into a Securities Purchase Agreement with UtiliCorp United and issued 1,860,000 shares of Series A convertible preferred stock for an initial investment of \$186,000,000 before transaction costs. The holders of the Series A convertible preferred stock are entitled to receive dividends in cash at a rate of 0.5% per annum on an amount equal to \$100.00 per share, plus all unpaid dividends accrued. In addition to the preferred dividend, the holders are entitled to participate in any cash or non-cash dividends or distributions declared and paid on the shares of common stock, as if each share of Series A convertible preferred stock had been converted at the then applicable conversion price into shares of common stock immediately prior to the record date for payment of such dividends or distributions. At any time after the sixth anniversary of the issuance of the Series A convertible preferred stock, if the closing price per share of our common stock is greater than \$20.00, Quanta may terminate the preferred dividend. If, however, the closing price per share of our common stock is equal to or less than \$20.00, then the preferred dividend may, at the option of UtiliCorp United, be adjusted to the then "market coupon rate," which shall equal our after-tax cost of obtaining financing, excluding common stock, to replace UtiliCorp United's investment in Quanta.

UtiliCorp United, as the holder of the Series A convertible preferred stock, is entitled to that number of votes equal to the number of shares of common stock into which the outstanding shares of Series A convertible preferred stock are then convertible. Subject to certain limitations, UtiliCorp United is entitled to elect three of the total number of directors of Quanta. All or any portion of the outstanding shares of Series A convertible preferred stock may, at the option of UtiliCorp United, be converted at any time into fully paid and nonassessable shares of common stock. The conversion price is currently \$20.00 and may be adjusted under certain circumstances.

Our stockholders approved a proposal at our annual meeting on May 24, 2000 that allows UtiliCorp United to exchange up to 7,924,806 shares of common stock for up to 1,584,961 additional shares of Series A convertible preferred stock, at a rate of five shares of common stock for one share of Series A convertible preferred stock. When consummated, the exchange will also reduce the stated amount per share of Series A convertible preferred stock on which dividends are paid to \$53.99 per share. It is contemplated that the exchange will be consummated during July 2000. The exchange will not adversely affect our other holders of common stock or Limited Vote Common Stock. The additional shares of Series A preferred stock to be issued to UtiliCorp United in the exchange will not give UtiliCorp United any greater voting power than it presently has as a holder of the common stock to be exchanged, and will not give UtiliCorp United any additional veto power. In addition, the Series A preferred stock has no liquidation preference, and the certificate of designation will be amended so that the aggregate dividend payable to UtiliCorp United on the Series A convertible preferred stock is, as a result of the change in the stated amount per share, unaffected by the occurrence of the exchange.

#### Authorized but Unissued Preferred Stock

We will specify in the prospectus supplement any terms of any series of preferred stock offered, including:

- o the series, the number of shares offered and the liquidation value of the preferred stock;
- o the price at which the preferred stock will be issued;
- o the dividend rate, the dates on which the dividends will be payable and other terms relating to the payment of dividends on the preferred stock;
- o the liquidation preference of the preferred stock;
- o whether the preferred stock is redeemable or subject to a sinking fund, and the terms of any such redemption or sinking fund;
- o whether the preferred stock is convertible into or exchangeable for any other securities, and the terms of any such conversion or exchange; and

- o any additional rights, preferences, qualifications, limitations or restrictions of the preferred stock.

The description of the terms of the preferred stock to be set forth in an applicable prospectus supplement will not be complete and will be subject to and qualified in its entirety by reference to the statement of resolution relating to the applicable series of preferred stock. The registration statement of which this prospectus forms a part will include the statement of resolution as an exhibit or incorporate it by reference.

Additional preferred stock may be issued from time to time by our board of directors in one or more series. Subject to the provisions of the certificate of incorporation and limitations prescribed by law, our board of directors is expressly authorized to adopt resolutions to issue the shares, to fix the number of shares and to change the number of shares constituting any series and to provide for or change the voting powers, designations, preferences and relative, participating, optional, exchange or other special rights, qualifications, limitations or restrictions thereof, including dividend rights (including whether dividends are cumulative), dividend rates, terms of redemption (including sinking fund provisions), redemption prices, conversion rights and liquidation preferences of the shares constituting any class or series of the preferred stock, in each case without any further action or vote by the holders of common stock.

In addition, the issuance of additional shares of preferred stock, or the issuance of rights to purchase such shares, could be used to discourage an unsolicited acquisition proposal. For example, the issuance of a series of preferred stock might impede a business combination by including class voting rights that would enable the holders to block such a transaction; or such issuance might facilitate a business combination by including voting rights that would provide a required percentage vote of the stockholders. In addition, under certain circumstances, the issuance of preferred stock could adversely affect the voting power of the holders of the common stock. Although our board of directors is required to make any determination to issue such stock based on its judgment as to the best interests of our stockholders, our board of directors could act in a manner that would discourage an acquisition attempt or other transaction that some or a majority of the stockholders might believe to be in their best interests or in which stockholders might receive a premium for their stock over the then-market price of such stock. Our board of directors does not at present intend to seek stockholder approval prior to any issuance of currently authorized stock, unless otherwise required by law or the rules of any market on which our securities are traded.

#### UTILICORP UNITED'S PRE-EMPTIVE RIGHTS

In September 1999, we entered into an Investor's Rights Agreement with UtiliCorp United, pursuant to which UtiliCorp United received a pre-emptive right to participate in certain issuances of our securities to an extent that would allow UtiliCorp United to purchase that number of shares that would maintain the same equity interest as was represented by the initial issuance of 1,860,000 shares of Series A convertible preferred stock. UtiliCorp United's purchase price for each share of our common stock purchased pursuant to this right is equal to the closing price per share of our common stock on the date of issuance or sale of the securities. UtiliCorp United will have 10 business days after the end of any fiscal quarter in which we issue new securities to exercise its pre-emptive right with respect to that issuance. UtiliCorp United's pre-emptive right will terminate on the first to occur of (a) the expiration of the 10-day exercise period after a fiscal quarter in which UtiliCorp United fails to exercise its pre-emptive right in full, or (b) UtiliCorp United's transfer, sale, assignment, donation, pledge or other encumbrance of any of its shares of our Series A convertible preferred stock.

#### STOCKHOLDER RIGHTS PLAN

In March 2000, our board of directors adopted a stockholder rights plan designed to protect long-term value for our stockholders in the event of any future unsolicited acquisition attempt. In connection with the plan, our board of directors declared a dividend of one preferred share purchase right (a "Right") for each share of our common stock and Series A convertible preferred stock (on an as-converted basis) outstanding on March 27, 2000. Each Right entitles the registered holder to purchase from Quanta one one-thousandth of a share of our Series B Junior Participating Preferred Stock, par value \$.00001 per share, at a price of \$153.33 per one one-thousandth of a share of Series B preferred stock. The Rights will expire on March 8, 2010, unless we advance or extend the expiration date or unless we redeem or exchange the Rights earlier.

The Rights are not exercisable until the earlier of (i) 10 days following a public announcement that a person or group of affiliated or associated persons has become an "Acquiring Person" or (ii) 10 business days (or such later date as may be determined by action of our board of directors prior to such time as any person or group of affiliated

or associated persons becomes an Acquiring Person) following the commencement of, or announcement of an intention to make, a tender offer or exchange offer the consummation of which would result in the beneficial ownership by a person or group of 15% or more of the outstanding shares of our common stock. Except in certain situations, a person or group of affiliated or associated persons becomes an "Acquiring Person" upon acquiring beneficial ownership of 15% or more of the outstanding shares of our common stock. UtiliCorp United will not be deemed to be an Acquiring Person unless and until (i) UtiliCorp United, or any UtiliCorp United affiliate or associate, acquires, or announces its intention to

acquire, more than 49.9% of the total number of shares of outstanding common stock (on an as converted basis), assuming full conversion of all securities convertible into common stock, or (ii) there is a change in control of UtiliCorp United and UtiliCorp United then beneficially owns or tenders for 15% or more of our common stock.

Shares of Series B preferred stock purchasable upon exercise of the Rights will not be redeemable. Subject to the rights of senior securities, each share of Series B preferred stock will be entitled, when, as and if declared, to a minimum preferential quarterly dividend payment of the greater of (a) \$1.00 per share, and (b) an amount equal to 1000 times the dividend declared per share of common stock. In the event of our liquidation, dissolution or winding up, the holders of the Series B preferred stock will be entitled to a minimum preferential payment of the greater of (a) \$10.00 per share (plus any accrued but unpaid dividends), and (b) an amount equal to 1000 times the payment made per share of common stock, subject to the rights of senior securities. Each share of Series B preferred stock will have 1000 votes, voting together with the common stock. Finally, in the event of any merger, consolidation or other transaction in which outstanding shares of common stock are converted or exchanged, each share of Series B preferred stock will be entitled to receive 1000 times the amount received per share of common stock. These rights are protected by customary anti-dilution provisions.

In the event that any person or group of affiliated or associated persons becomes an Acquiring Person, each holder of a Right, other than Rights beneficially owned by the Acquiring Person (which will thereupon become void), will thereafter have the right to receive upon exercise of a Right that number of shares of common stock having a market value of two times the exercise price of the Right.

In the event that, after a person or group has become an Acquiring Person, we are acquired in a merger or other business combination transaction or 50% or more of our consolidated assets or earning power are sold, provision will be made so that each holder of a Right (other than Rights beneficially owned by an Acquiring Person, which will have become void) will thereafter have the right to receive upon the exercise of a Right that number of shares of common stock of the person with whom we have engaged in the foregoing transaction (or its parent) that at the time of such transaction have a market value of two times the exercise price of the Right.

At any time after any person or group becomes an Acquiring Person and prior to the earlier of one of the events described in the previous paragraph or the acquisition by such Acquiring Person of beneficial ownership of 50% or more of the outstanding shares of our common stock, our board of directors may exchange the Rights (other than Rights owned by such Acquiring Person, which will have become void), in whole or in part, for shares of common stock or Series B Preferred Stock (or a series of our preferred stock having equivalent rights, preferences and privileges), at an exchange ratio of one share of common stock, or a fractional share of Series B Preferred Stock (or other preferred stock) equivalent in value thereto, per Right.

At any time prior to the time an Acquiring Person becomes such, our board of directors may redeem the Rights in whole, but not in part, at a price of \$.01 per Right (the "Redemption Price") payable, at our option, in cash, shares of common stock or such other form of consideration as our board of directors shall determine. The redemption of the Rights may be made effective at such time, on such basis and with such conditions as our board of directors in its sole discretion may establish. Immediately upon any redemption of the Rights, the right to exercise the Rights will terminate and the only right of the holders of Rights will be to receive the Redemption Price.

For so long as the Rights are then redeemable, we may, except with respect to the Redemption Price, amend the Rights Agreement in any manner. After the Rights are no longer redeemable, we may, except with respect to the Redemption Price, amend the Rights Agreement in any manner that does not adversely affect the interests of holders of the Rights.

#### STATUTORY BUSINESS COMBINATION PROVISION

We are a Delaware corporation and are subject to Section 203 of the Delaware General Corporation Law. In general, Section 203 prevents a Delaware corporation from engaging in a "business combination" (as defined) with an "interested stockholder" (defined generally as a person owning 15% or more of a corporation's outstanding voting stock or affiliate or associate) for three years following the time such stockholder became an interested stockholder unless (1) before such person became an interested stockholder, our board of directors of the corporation approved the business combination or the transaction in which the interested stockholder became an interested stockholder, (2) upon consummation of the transaction which resulted in the interested stockholder's becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation

outstanding at the time the transaction commenced (excluding stock held by directors who are also officers of the corporation and by employee stock plans that do not provide employees with the rights to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer) or (3) at or subsequent to the time such person became an interested stockholder, the business combination was approved by our board of directors of the corporation and authorized at a meeting of stockholders by the affirmative vote of the holders of 66 2/3% of the outstanding voting stock of the corporation not owned by the interested stockholder. Under Section 203, the restrictions described above also do not apply to certain business combinations proposed by an interested stockholder following the announcement or notification of one of certain extraordinary transactions involving the corporation and a person who had not been an interested stockholder during the previous three years or who became an interested stockholder with the approval of a majority of the corporation's directors, if such extraordinary transaction is approved or not opposed by a majority of the directors who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors.

#### LIMITATION ON DIRECTORS' LIABILITY

Delaware law authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breach of a director's fiduciary duty of care. The duty of care requires that, when acting on behalf of the corporation, directors must exercise an informed business judgment based on all material information reasonably available to them. Absent the limitations authorized by Delaware law, directors are accountable to corporations and their stockholders for monetary damages for conduct constituting gross negligence in the exercise of their duty of care. Delaware law enables corporations to limit available relief to equitable remedies such as injunction or rescission. Our certificate of incorporation limits the liability of our directors to us or our stockholders to the fullest extent permitted by Delaware law. Specifically, our directors will not be personally liable to us or our stockholders for monetary damages for breach of a director's fiduciary duty as a director, except for liability for breach of the duty of loyalty, for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law or for any transaction in which a director has derived an improper personal benefit.

Our certificate of incorporation provides that each of our officers and directors will be indemnified and held harmless, to the fullest extent permitted by Delaware law (as amended from time to time), against all expenses, liabilities and losses reasonably suffered in connection with any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of us or, while being at the time a director or officer of us, is or was serving at our request as a director, trustee, officer, employee or agent of another entity. We are not, however, permitted to indemnify any person in connection with a proceeding initiated by that person unless such proceeding was authorized by our board of directors. Our bylaws also provide for mandatory advancement of expenses of officers and directors incurred in defending any covered proceeding in advance of its final disposition. We also carry directors' and officers' liability insurance.

The inclusion of these provisions in our certificate of incorporation may have the effect of reducing the likelihood of derivative litigation against directors and may discourage or deter stockholders or management from bringing a lawsuit against directors for breach of their duty of care, even though such an action, if successful, might otherwise have benefited us and our stockholders. Our bylaws provide indemnification to our officers and directors and certain other persons with respect to certain matters.

#### OTHER MATTERS

Our certificate of incorporation provides that directors may be removed only for cause, and then only by the affirmative vote of the holders of at least a majority of the outstanding voting stock entitled to vote with respect to the election of such director. This provision, in conjunction with the provision of our bylaws authorizing our board

of directors to fill vacant directorships, will prevent stockholders from removing incumbent directors without cause and filling the resulting vacancies with their own nominees.

Our certificate of incorporation provides that stockholders may act only at an annual or special meeting of stockholders and may not act by written consent. Our certificate of incorporation provides that special meetings of the stockholders can be called only by the Chairman of the Board pursuant to a resolution approved by a majority of the whole board of directors.



## STOCKHOLDER PROPOSALS

Our bylaws contain provisions (1) requiring that advance notice be delivered to us of any business to be brought by a stockholder before an annual meeting of stockholders and (2) establishing certain procedures to be followed by stockholders in nominating persons for election to our board of directors. Generally, such advance notice provisions provide that written notice must be given to our Secretary by a stockholder (a) in the event of business to be brought by a stockholder before, (1) an annual meeting, not less than 90 nor more than 180 days prior to the earlier of the date of the meeting or the anniversary date of the immediately preceding annual meeting of stockholders and (2) a special meeting, not less than 40 nor more than 60 days prior to the date of such meeting of stockholders (with certain exceptions if less than 50 days notice or prior public disclosure of the date of the special meeting is given to stockholders) and (b) in the event of nominations of persons for election to our board of directors by any stockholder, (1) with respect to an election to be held at the annual meeting of stockholders, not less than 90 nor more than 180 days prior to the earlier of the date of the meeting or the anniversary date of the immediately preceding annual meeting of stockholders and (2) with respect to an election to be held at a special meeting of stockholders for the election of directors, not later than the close of business on the 10th day following the day on which notice of the date of the special meeting was mailed to stockholders or public disclosure of the date of the special meeting was made, whichever first occurs. Such notice must set forth specific information regarding such stockholder and such business or director nominee, as described in our bylaws. The foregoing summary is qualified in its entirety by reference to our bylaws.

## TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for our common stock is American Stock Transfer and Trust Company.

## DEPOSITARY SHARES

### GENERAL

We may offer fractional shares of preferred stock, rather than full shares of preferred stock. If we decide to offer fractional shares of preferred stock, we will issue receipts for depositary shares. Each depositary share will represent a fraction of a share of a particular series of preferred stock. The prospectus supplement will indicate that fraction. The shares of preferred stock represented by depositary shares will be deposited under a depositary agreement between us and a bank or trust company that meets certain requirements and is selected by us (the "Bank Depositary"). Each owner of a depositary share will be entitled to all the rights and preferences of the preferred stock represented by the depositary share. The depositary shares will be evidenced by depositary receipts issued pursuant to the depositary agreement. Depositary receipts will be distributed to those persons purchasing the fractional shares of preferred stock in accordance with the terms of the offering.

We have summarized selected provisions of a depositary agreement and the related depositary receipts. The summary is not complete. The forms of the deposit agreement and the depositary receipts relating to any particular issue of depositary shares will be filed with the SEC via a Current Report on Form 8-K prior to our offering of the depositary shares, and you should read such documents for provisions that may be important to you.

## DIVIDENDS AND OTHER DISTRIBUTIONS

If we pay a cash distribution or dividend on a series of preferred stock represented by depositary shares, the Bank Depositary will distribute such dividends to the record holders of such depositary shares. If the distributions are in property other than cash, the Bank Depositary will distribute the property to the record holders of the depositary shares. However, if the Bank Depositary determines that it is not feasible to make the distribution of

property, the Bank Depositary may, with our approval, sell such property and distribute the net proceeds from such sale to the record holders of the depositary shares.

## REDEMPTION OF DEPOSITARY SHARES

If we redeem a series of preferred stock represented by depositary shares, the Bank Depositary will redeem the depositary shares from the proceeds received by the Bank Depositary in connection with the redemption. The redemption price per depositary share will equal the applicable fraction of the redemption price per share of the preferred stock. If fewer than all the depositary shares are redeemed, the depositary shares to be redeemed will be selected by lot or pro rata as the Bank Depositary may determine.

#### VOTING THE PREFERRED STOCK

Upon receipt of notice of any meeting at which the holders of the preferred stock represented by depositary shares are entitled to vote, the Bank Depositary will mail the notice to the record holders of the depositary shares relating to such preferred stock. Each record holder of these depositary shares on the record date (which will be the same date as the record date for the preferred stock) may instruct the Bank Depositary as to how to vote the preferred stock represented by such holder's depositary shares. The Bank Depositary will endeavor, insofar as practicable, to vote the amount of the preferred stock represented by such depositary shares in accordance with such instructions, and we will take all action which the Bank Depositary deems necessary in order to enable the Bank Depositary to do so. The Bank Depositary will abstain from voting shares of the preferred stock to the extent it does not receive specific instructions from the holders of depositary shares representing such preferred stock.

#### AMENDMENT AND TERMINATION OF THE DEPOSITARY AGREEMENT

The form of depositary receipt evidencing the depositary shares and any provision of the depositary agreement may be amended by agreement between the Bank Depositary and us. However, any amendment that materially and adversely alters the rights of the holders of depositary shares will not be effective unless such amendment has been approved by the holders of at least a majority of the depositary shares then outstanding. The depositary agreement may be terminated by the Bank Depositary or us only if (i) all outstanding depositary shares have been redeemed or (ii) there has been a final distribution in respect of the preferred stock in connection with any liquidation, dissolution or winding up of our company and such distribution has been distributed to the holders of depositary receipts.

#### CHARGES OF BANK DEPOSITARY

We will pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. We will pay charges of the Bank Depositary in connection with the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary receipts will pay other transfer and other taxes and governmental charges and any other charges, including a fee for the withdrawal of shares of preferred stock upon surrender of depositary receipts, as are expressly provided in the depositary agreement to be for their accounts.

#### WITHDRAWAL OF PREFERRED STOCK

Upon surrender of depositary receipts at the principal office of the Bank Depositary, subject to the terms of the depositary agreement, the owner of the depositary shares may demand delivery of the number of whole shares of preferred stock and all money and other property, if any, represented by those depositary shares. Partial shares of preferred stock will not be issued. If the depositary receipts delivered by the holder evidence a number of depositary shares in excess of the number of depositary shares representing the number of whole shares of preferred stock to be withdrawn, the Bank Depositary will deliver to such holder at the same time a new depositary receipt evidencing the excess number of depositary shares. Holders of preferred stock thus withdrawn may not thereafter deposit those shares under the depositary agreement or receive depositary receipts evidencing depositary shares therefor.

#### MISCELLANEOUS

The Bank Depositary will forward to holders of depositary receipts all reports and communications from us that are delivered to the Bank Depositary and that we are required to furnish to the holders of the preferred stock.

Neither the Bank Depositary nor we will be liable if we are prevented or delayed by law or any circumstance beyond our control in performing our obligations under the depositary agreement. The obligations of the Bank Depositary and us under the depositary agreement will be limited to performance in good faith of our duties thereunder, and we will not be obligated to prosecute or defend any legal proceeding in respect of any depositary shares or preferred stock unless satisfactory indemnity is furnished. We may rely upon written advice of counsel or accountants, or upon information provided by persons presenting preferred stock for deposit, holders of depositary receipts or other persons believed to be competent and on documents believed to be genuine.

#### RESIGNATION AND REMOVAL OF BANK DEPOSITARY

The Bank Depositary may resign at any time by delivering to us notice of its election to do so, and we may at any time remove the Bank Depositary. Any such resignation or removal will take effect upon the appointment of a successor

Bank Depositary and its acceptance of such appointment. Such successor Bank Depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50,000,000.

#### DESCRIPTION OF WARRANTS

We may issue warrants for the purchase of our common stock. Warrants may be issued independently or together with Debt Securities, preferred stock or common stock offered by any prospectus supplement and may be attached to or separate from any such offered securities. Each series of warrants will be issued under a separate warrant agreement to be entered into between us and a bank or trust company, as warrant agent, all as set forth in the prospectus supplement relating to the particular issue of warrants. The warrant agent will act solely as our agent in connection with the warrants and will not assume any obligation or relationship of agency or trust for or with any holders of warrants or beneficial owners of warrants. The following summary of certain provisions of the warrants does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all provisions of the warrant agreements.

You should refer to the prospectus supplement relating to a particular issue of warrants for the terms of and information relating to the warrants, including, where applicable:

- (1) the number of shares of common stock purchasable upon exercise of the warrants and the price at which such number of shares of common stock may be purchased upon exercise of the warrants;
- (2) the date on which the right to exercise the warrants shall commence and the date on which such right shall expire (the "Expiration Date");
- (3) United States Federal income tax consequences applicable to the warrants;
- (4) the amount of the warrants outstanding as of the most recent practicable date; and
- (5) any other terms of the warrants.

Warrants will be offered and exercisable for U.S. dollars only. Warrants will be issued in registered form only. Each warrant will entitle its holder to purchase such number of shares of common stock at such exercise price as shall in each case be set forth in, or calculable from, the prospectus supplement relating to such warrant. The exercise price may be subject to adjustment upon the occurrence of events described in such prospectus supplement. After the close of business on the Expiration Date (or such later date to which we may extend such Expiration Date), unexercised warrants will become void. The place or places where, and the manner in which, warrants may be exercised will be specified in the prospectus supplement relating to such warrants.

Prior to the exercise of any warrants, holders of the warrants will not have any of the rights of holders of common stock, including the right to receive payments of any dividends on the common stock purchasable upon exercise of the warrants, or to exercise any applicable right to vote.

#### PLAN OF DISTRIBUTION

We may sell securities pursuant to this prospectus in or outside the United States (a) through underwriters or dealers, (b) through agents or (c) directly to one or more purchasers, including our existing stockholders in a rights offering. The prospectus supplement relating to any offering of securities will include the following information:

- o the terms of the offering;
- o the names of any underwriters, dealers or agents;
- o the name or names of any managing underwriter or underwriters;
- o the purchase price of the securities from us;
- o the net proceeds to us from the sale of the securities;
- o any delayed delivery arrangements;
- o any underwriting discounts, commissions and other items constituting underwriters' compensation;
- o any initial public offering price;

- o any discounts or concessions allowed or reallocated or paid to dealers;  
and
- o any commissions paid to agents.

#### SALE THROUGH UNDERWRITERS OR DEALERS

If we use underwriters in the sale, the underwriters will acquire the securities for their own account. The underwriters may resell the securities from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Underwriters may offer securities to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more firms acting as underwriters. Unless we inform you otherwise in the prospectus supplement, the obligations of the underwriters to purchase the securities will be subject to certain conditions, and the underwriters will be obligated to purchase all the offered securities if they purchase any of them. The underwriters may change from time to time any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers.

During and after an offering through underwriters, the underwriters may purchase and sell the securities in the open market. These transactions may include over-allotment and stabilizing transactions and purchases to cover syndicate short positions created in connection with the offering. The underwriters may also impose a penalty bid, which means that selling concessions allowed to syndicate members or other broker-dealers for the offered securities sold for their account may be reclaimed by the syndicate if the offered securities are repurchased by the syndicate in stabilizing or covering transactions. These activities may stabilize, maintain or otherwise affect the market price of the offered securities, which may be higher than the price that might otherwise prevail in the open market. If commenced, the underwriters may discontinue these activities at any time.

If we use dealers in the sale of securities, we will sell the securities to them as principals. They may then resell those securities to the public at varying prices determined by the dealers at the time of resale.

#### DIRECT SALES AND SALES THROUGH AGENTS

We may sell the securities directly. In this case, no underwriters or agents would be involved. We may sell securities upon the exercise of rights that we may issue to our securityholders. We may also sell the securities directly to institutional investors or others who may be deemed to be underwriters within the meaning of the Securities Act with respect to any sale of those securities.

We may sell the securities through agents we designate from time to time. Unless we inform you otherwise in the prospectus supplement, any agent will agree to use its reasonable best efforts to solicit purchases for the period of its appointment.

#### DELAYED DELIVERY CONTRACTS

If we so indicate in the prospectus supplement, we may authorize agents, underwriters or dealers to solicit offers from certain types of institutions to purchase securities from us at the public offering price under delayed delivery contracts. These contracts would provide for payment and delivery on a specified date in the future. The contracts

28

would be subject only to those conditions described in the prospectus supplement. The prospectus supplement will describe the commission payable for solicitation of those contracts.

#### GENERAL INFORMATION

We may have agreements with the agents, dealers and underwriters to indemnify them against certain civil liabilities, including liabilities under the Securities Act, or to contribute with respect to payments that the agents, dealers or underwriters may be required to make. Agents, dealers and underwriters may be customers of, engage in transactions with or perform services for us in the ordinary course of their business.

#### LEGAL MATTERS

Our legal counsel, Akin, Gump, Strauss, Hauer & Feld, L.L.P., San Antonio, Texas, will pass upon certain legal matters in connection with the offered securities. Any underwriters will be advised about other issues relating to any offering by their own legal counsel.

#### EXPERTS

The annual financial statements incorporated by reference in this prospectus have been audited by Arthur Andersen LLP, independent public accounts, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth all expenses payable by Quanta Services, Inc. (sometimes referred to as the "Company" in this Part II of the Registration Statement) in connection with the issuance and distribution of the securities. All the amounts shown are estimates, except the registration fee.

<TABLE>	
<S>	
Registration fee.....	<C> \$132,000
Fees and expenses of accountants.....	35,000
Fees and expenses of legal counsel.....	35,000
Fees and expenses of Trustee and counsel.....	20,000
Printing and engraving expenses.....	20,000
Blue Sky fees and expenses (including counsel).....	5,000
Miscellaneous.....	53,000
-----	
Total.....	\$300,000
=====	

</TABLE>

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

DELAWARE GENERAL CORPORATION LAW

Section 145(a) of the General Corporation Law of the State of Delaware (the "DGCL") provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

Section 145(b) of the DGCL states that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145(c) of the DGCL provides that to the extent that a present or former director or officer of a corporation has been successful on the merits or

otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of Section 145, or in defense of any claim, issue or matter therein, he or she shall be

30

indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 145(d) of the DGCL states that any indemnification under subsections (a) and (b) of Section 145 (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made with respect to a person who is a director or officer at the time of such determination (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 145(e) of the DGCL provides that expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in Section 145. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate. Section 145(f) of the DGCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 145(g) of the DGCL provides that a corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of Section 145.

Section 145(j) of the DGCL provides that the indemnification and advancement of expenses provided by, or granted pursuant to, Section 145 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

#### CERTIFICATE OF INCORPORATION

The Certificate of Incorporation provides that a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for unlawful payments of dividends or unlawful stock repurchases or redemptions as provided for in Section 174 of the DGCL. If the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Company, in addition to the limitation on personal liability described above, shall be limited to the fullest extent permitted by the amended DGCL. Further, any repeal or modification of such provision of the Certificate of Incorporation by the stockholders of the Company shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Company existing at the time of such repeal or modification.

#### BYLAWS

The Bylaws of the Company provide that the Company will indemnify and hold harmless any director or officer of the Company to the fullest extent permitted by applicable law, as in effect as of the date of the adoption of the Bylaws or to such greater extent as applicable law may thereafter permit, from and against all losses, liabilities, claims, damages, judgments, penalties, fines, amounts paid in settlement and expenses (including attorneys' fees) whatsoever arising out of any event or occurrence related to the fact that such person is or was a director or officer of the Company and further provide that the Company may, but is not required to, indemnify and hold harmless any employee or agent of the Company or a director, officer, employee or agent of any other corporation,

partnership, joint venture, trust, employee benefit plan or other enterprise who is or was serving in such capacity at the written request of the Company; provided, however, that the Company is only required to indemnify persons serving as

31

directors, officers, employees or agents of the Company for the expenses incurred in a proceeding if such person has met the standards of conduct that make it permissible under the laws of the State of Delaware for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense will be on the Company. The Bylaws further provide that, in the event of any threatened, or pending action, suit or proceeding in which any of the persons referred to above is a party or is involved and that may give rise to a right of indemnification under the Bylaws, following written request by such person, the Company will promptly pay to such person amounts to cover expenses reasonably incurred by such person in such proceeding in advance of its final disposition upon the receipt by the Company of (i) a written undertaking executed by or on behalf of such person providing that such person will repay the advance if it is ultimately determined that such person is not entitled to be indemnified by the Company as provided in the Bylaws and (ii) satisfactory evidence as to the amount of such expenses.

#### INSURANCE

The Company maintains liability insurance for the benefit of its directors and officers.

#### ITEM 16. EXHIBITS.

The following documents are filed as exhibits to this Registration Statement, including those exhibits incorporated herein by reference to a prior filing of the Company under the Securities Act or the Exchange Act as indicated in parentheses:

EXHIBIT NO. -----	EXHIBITS -----
*1.1--	Form of Underwriting Agreement (Debt Securities).
*1.2--	Form of Underwriting Agreement (Common Stock).
*1.3--	Form of Underwriting Agreement (Preferred Stock).
3.1--	Amended and Restated Certificate of Incorporation (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
3.2--	Amended and Restated Bylaws (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
3.3--	Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-81419).
3.4--	Certificate of Designation for the Company's Series A Preferred Stock (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-90961).
3.5--	Certificate of Designation for the Company's Series B Preferred Stock (incorporated herein by reference to the Company's annual report filed on form 10-K for the year ended December 31, 1999)
3.6--	Certificate of Correction to Certificate of Designation for the Company's Series A Preferred Stock (incorporated herein by reference to the Company's annual report filed on form 10-K for the year ended December 31, 1999)
**3.7--	Certificate of Amendment to Certificate of Designation for the Company's Series A Preferred Stock
4.1--	Form of Common Stock Certificates (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
**4.2--	Form of Senior Indenture.
**4.3--	Form of Subordinated Indenture.

EXHIBIT NO. -----	EXHIBITS -----
***4.4--	Form of Warrant Agreement.
***4.5--	Form of Securities.
***4.6--	Form of Depositary Agreement.
***4.7--	Form of Depositary Receipt.
**5.1--	Opinion of Akin, Gump, Strauss, Hauer & Feld, L.L.P.
10.1--	Form of Employment Agreement (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
10.2--	1997 Stock Option Plan (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
10.3--	Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 among the Company as Borrower and the financial institutions parties thereto, as Lenders (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-81419).
10.4--	Securities Purchase Agreement among Quanta Services, Inc. and Enron Capital & Trade Resources Corp. ("Enron Capital") and Joint Energy Development Investments II Limited Partnership ("JEDI") dated as of September 29, 1998 (incorporated herein by reference to the Company's post effective amendment no. 1 to the Company's registration statement on Form S-4, No. 333-47083).
10.5--	Registration Rights Agreement dated as of September 29, 1998 by and among the Company, JEDI and Enron Capital (incorporated herein by reference to the Company's post effective amendment no. 1 to the Company's registration statement on Form S-4, No. 333-47083).
10.6--	Securities Purchase Agreement between the Company and UtiliCorp United Inc. dated as of September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.7--	Investor's Rights Agreement by and between the Company and UtiliCorp United Inc. dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.8--	Management Services Agreement by and between the Company and UtiliCorp United Inc. (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.9--	Letter Agreement by and between the Company and UtiliCorp United Inc. dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.10--	Strategic Alliance Agreement by and between the Company and UtiliCorp United Inc. dated as of September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.11--	Form of Stockholders Voting Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
10.12--	First Amendment to Third Amended and Restated Secured Credit Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).



- 10.13-- Letter Agreement by and among ECT Merchant Investments Corp., Joint Energy Development Investments II Limited Partnership, UtiliCorp United Inc. and the Company dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.14-- First Amendment to Securities Purchase Agreement and Registration Rights Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.15-- Note Purchase Agreement dated as of March 1, 2000, between the Company and the Purchasers named therein (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).
- 10.16-- Intercreditor Agreement dated March 23, 2000 related to the March 1, 2000 Note Purchase Agreement (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).
- 10.17-- Rights Agreement dated March 8, 2000 between the Company and American Stock Transfer & Trust Company, as Rights Agent (incorporated herein by reference to the Company's registration statement on Form 8-A).
- 10.18-- Second Amendment to Third Amended and Restated Credit Agreement (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).
- \*\*12.1-- Calculation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividends.
- \*\*23.1-- Consent of Arthur Andersen LLP.
- \*\*23.2-- Consent of Akin, Gump, Strauss, Hauer & Feld, L.L.P. (contained in Exhibit 5.1)
- \*\*24.1-- Powers of Attorney (included on the signature pages of this Registration Statement).
- \*\*25.1-- Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the trustee under the Senior Indenture.
- \*\*25.2-- Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the trustee under the Subordinated Indenture.

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- \* The Company will file any underwriting agreement relating to any securities that it may enter into as an exhibit to a Current Report on Form 8-K.
- \*\* Filed herewith.
- \*\*\* The Company will file any form of Debt Securities, depositary agreement, warrant agreement or warrants and any depositary receipt, preferred stock certificate or certificate of designations not previously so filed as an exhibit to a Current Report on Form 8-K.

#### ITEM 17. UNDERTAKINGS.

(a) Each undersigned registrant hereby undertakes:

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

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

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

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

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

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

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

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

(b) Each undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

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

(c) Each registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefits plan's annual report

35

pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

36

#### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, State of Texas, on the 20th day of June,

## QUANTA SERVICES, INC.

By /s/ John R. Colson

-----  
 John R. Colson  
 Chief Executive Officer

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints James H. Haddox and Brad Eastman, and each of them (with full power to each of them to act alone), his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign on his behalf individually and in each capacity stated below any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents and either of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on June 20, 2000.

&lt;TABLE&gt;

&lt;CAPTION&gt;

SIGNATURE

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TITLE

-----

&lt;S&gt;

/s/ John R. Colson

- -----

John R. Colson

&lt;C&gt;

Chief Executive Officer and Director  
 (Principal Executive Officer)

/s/ James H. Haddox

- -----

James H. Haddox

Chief Financial Officer  
 (Principal Financial Officer)

/s/ Derrick A. Jensen

- -----

Derrick A. Jensen

Vice President and Controller  
 (Principal Accounting Officer)

/s/ Vincent D. Foster

- -----

Vincent D. Foster

Director

/s/ John R. Wilson

- -----

John R. Wilson

Director

/s/ John A. Martell

- -----

John A. Martell

Director

/s/ Gary A. Tucci

- -----

Gary A. Tucci

Director

/s/ James R. Ball

- -----

James R. Ball

Director

/s/ Michael T. Willis

- -----

Michael T. Willis

Director

/s/ Robert K. Green

- -----

Robert K. Green

Director

&lt;/TABLE&gt;

&lt;TABLE&gt;

<CAPTION>  
EXHIBIT NO.  
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EXHIBITS  
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<S>	<C>	<C>
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	*1.2--	Form of Underwriting Agreement (Common Stock).
	*1.3--	Form of Underwriting Agreement (Preferred Stock).
	3.1--	Amended and Restated Certificate of Incorporation (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
	3.2--	Amended and Restated Bylaws (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
	3.3--	Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-81419).
	3.4--	Certificate of Designation for the Company's Series A Preferred Stock (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-90961).
	3.5--	Certificate of Designation for the Company's Series B Preferred Stock (incorporated herein by reference to the Company's annual report filed on form 10-K for the year ended December 31, 1999).
	3.6--	Certificate of Correction to Certificate of Designation for the Company's Series A Preferred Stock (incorporated herein by reference to the Company's annual report filed on form 10-K for the year ended December 31, 1999).
	**3.7--	Certificate of Amendment to Certificate of Designation for the Company's Series A Preferred Stock.
	4.1--	Form of Common Stock Certificates (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
	**4.2--	Form of Senior Indenture.
	**4.3--	Form of Subordinated Indenture.

</TABLE>

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<S>	<C>	<C>
	***4.4--	Form of Warrant Agreement.
	***4.5--	Form of Securities.
	***4.6--	Form of Depositary Agreement.
	***4.7--	Form of Depositary Receipt.
	**5.1--	Opinion of Akin, Gump, Strauss, Hauer & Feld, L.L.P.
	10.1--	Form of Employment Agreement (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
	10.2--	1997 Stock Option Plan (incorporated herein by reference to the Company's registration statement on Form S-1, No. 333-42957).
	10.3--	Third Amended and Restated Secured Credit Agreement dated as of June 14, 1999 among the Company as Borrower and the financial institutions parties thereto, as Lenders (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-81419).
	10.4--	Securities Purchase Agreement among Quanta Services, Inc. and Enron Capital & Trade Resources Corp. ("Enron Capital") and Joint Energy Development Investments II Limited Partnership ("JEDI") dated as of September 29, 1998 (incorporated herein by reference to the Company's post effective amendment no. 1 to the Company's registration

statement on Form S-4, No. 333-47083).

- 10.5-- Registration Rights Agreement dated as of September 29, 1998 by and among the Company, JEDI and Enron Capital (incorporated herein by reference to the Company's post effective amendment no. 1 to the Company's registration statement on Form S-4, No. 333-47083).
- 10.6-- Securities Purchase Agreement between the Company and UtiliCorp United Inc. dated as of September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.7-- Investor's Rights Agreement by and between the Company and UtiliCorp United Inc. dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.8-- Management Services Agreement by and between the Company and UtiliCorp United Inc. (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.9-- Letter Agreement by and between the Company and UtiliCorp United Inc. dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.10-- Strategic Alliance Agreement by and between the Company and UtiliCorp United Inc. dated as of September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.11-- Form of Stockholders Voting Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).
- 10.12-- First Amendment to Third Amended and Restated Secured Credit Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).

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|----------|--|-----|
| <S>      | <C>  | <C> |
| 10.13--  | Letter Agreement by and among ECT Merchant Investments Corp., Joint Energy Development Investments II Limited Partnership, UtiliCorp United Inc. and the Company dated September 21, 1999 (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961). |     |
| 10.14--  | First Amendment to Securities Purchase Agreement and Registration Rights Agreement (incorporated herein by reference to the Company's registration statement on Form S-3, No. 333-90961).  |     |
| 10.15--  | Note Purchase Agreement dated as of March 1, 2000, between the Company and the Purchasers named therein (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).   |     |
| 10.16--  | Intercreditor Agreement dated March 23, 2000 related to the March 1, 2000 Note Purchase Agreement (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).   |     |
| 10.17--  | Rights Agreement dated March 8, 2000 between the Company and American Stock Transfer & Trust Company, as Rights Agent (incorporated herein by reference to the Company's registration statement on Form 8-A).  |     |
| 10.18--  | Second Amendment to Third Amended and Restated Credit Agreement (incorporated herein by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1999).   |     |
| **12.1-- | Calculation of Ratios of Earnings to Fixed Charges and Earnings to Combined Fixed Charges and Preferred Dividends.   |     |
| **23.1-- | Consent of Arthur Andersen LLP.  |     |
| **23.2-- | Consent of Akin, Gump, Strauss, Hauer & Feld, L.L.P.   |     |

(contained in Exhibit 5.1)

- \*\*24.1-- Powers of Attorney (included on the signature pages of this Registration Statement).
- \*\*25.1-- Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the trustee under the Senior Indenture.
- \*\*25.2-- Form T-1 Statement of Eligibility and Qualification under the Trust Indenture Act of 1939 of the trustee under the Subordinated Indenture.

</TABLE>

- -----

- \* The Company will file any underwriting agreement relating to any securities that it may enter into as an exhibit to a Current Report on Form 8-K.
- \*\* Filed herewith.
- \*\*\* The Company will file any form of Debt Securities, depositary agreement, warrant agreement or warrants and any depositary receipt, preferred stock certificate or certificate of designations not previously so filed as an exhibit to a Current Report on Form 8-K.

CERTIFICATE OF AMENDMENT OF THE CERTIFICATE OF DESIGNATION,  
RIGHTS AND LIMITATIONS OF THE SERIES A CONVERTIBLE  
PREFERRED STOCK OF QUANTA SERVICES, INC.

The undersigned Delaware corporation, for the purpose of filing an amendment to the Certificate of Designation, Rights and Limitations for its Series A Convertible Preferred Stock, hereby certifies:

ARTICLE I

The name of the corporation is Quanta Services, Inc.

ARTICLE II

The Certificate of Designation, Rights, and Limitations of the Series A Convertible Preferred Stock is hereby amended as follows:

1) Section 1 is amended in its entirety to read as follows:

1. Designation. Three Million Four Hundred Forty Four Thousand Nine Hundred Sixty One (3,444,961) shares of the authorized and unissued preferred stock of the Corporation, \$0.00001 par value per share, are hereby designated "Series A Convertible Preferred Stock" (the Series A Preferred Stock).

2) Section 2(a) is amended in its entirety to read as follows:

(a) Preferred. Subject to Sections 2(c) and (d) below, the holders of Series A Preferred Stock shall be entitled to receive dividends in cash at the rate of 0.5% per annum on an amount equal to \$53.99, plus all unpaid dividends accrued, on each outstanding share of Series A Preferred Stock (as adjusted pursuant to Section 5 hereof with respect to such share), when and as declared by the Board of Directors out of the funds legally available for that purpose (the "Preferred Dividend"). FOR THE PURPOSES OF SECTION 4 HEREOF, THE PURCHASE PRICE OF EACH SHARE OF SERIES A PREFERRED STOCK SHALL BE DEEMED TO BE \$100.00 (THE "PURCHASE PRICE"). The Preferred Dividend on each share of Series A Preferred Stock shall be cumulative from the date of issuance of such share, whether or not earned, whether or not funds of the Corporation are legally available for the payment of dividends and whether or not declared by the Board of Directors, but such dividend shall be payable only when, as, and if declared by the Board of Directors. So long as any shares of Series A Preferred Stock shall be outstanding, (i) no dividend, whether in cash, stock or property, shall be paid or declared, nor shall any other distribution be made, on any shares of the common stock of the Corporation, par value \$0.00001 per share (the "Common Stock"), or any other class or series of capital stock of the Corporation, (ii) nor shall any class or series of capital stock of

the Corporation be redeemed, purchased or otherwise acquired for value by the Corporation (except for acquisitions of Common Stock by the Corporation pursuant to (A) agreements which permit the Corporation to repurchase such shares upon termination of services to the Corporation entered into on or before the date on which the shares of Series A Preferred Stock were first issued (the "Original Issue Date") or (B) in satisfaction of an indemnification obligation to the Corporation upon a breach by the holder of Common Stock of a representation, warranty or covenant in any agreement for the acquisition by the Corporation of a business (as defined in Rule 11-01(d) of Regulation S-X adopted by the Securities and Exchange Commission) pursuant to the Corporation's acquisition program (an "Acquisition")), in each case, until all dividends set forth in this Section 2(a) on the Series A Preferred Stock shall have been paid or declared and set apart.

3) Section 2(d) is amended in its entirety to read as follows:

(d) Adjustment of Preferred Dividend. At the option of UtiliCorp United Inc., a Delaware corporation, or one or more of its "affiliates" (as defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended) or all such persons together (collectively, "UtiliCorp"), at any time after the sixth anniversary of the Original Issue Date, if on the date of exercise by UtiliCorp the Closing Price (as defined in Section 4(b)(i) below) of the Corporation's Common

Stock is \$30.00 or less (subject to adjustment for any stock split, combination, and the like), then the Preferred Dividend will be adjusted to the then "market coupon rate" (as defined below). The "market coupon rate" shall be the Corporation's after-tax cost of obtaining financing, excluding common stock, to replace UtiliCorp's INITIAL \$186,000,000 investment in the Corporation, as determined by mutual agreement of the parties; provided, however, that if the parties are unable to agree upon the market coupon rate within 10 days after the date of the sixth anniversary of the Original Issue Date, then the parties shall mutually agree upon a nationally recognized investment banking firm skilled in the business aspects of the subject to determine the market coupon rate, such determination shall be made by the investment banking firm within 30 days of being selected. If the parties are unable to agree upon a nationally recognized investment banking firm within 30 days after the date of the sixth anniversary of the Original Issue Date, then the determination shall be made by a panel of three nationally recognized investment banking firms skilled in the business aspects of the subject. Each of the Corporation and the holder of a majority of the shares of Series A Preferred Stock shall select one such firm within five days after the expiration of the above-mentioned 30-day period (the "Initial Selection Period"), and the third such firm shall be selected by the two investment banking firms within five days after the expiration of the Initial Selection Period. Within 15 days after the selection of the third investment banking firm, the initial two firms shall submit to the third firm their proposals of the market coupon rate and, within five days after receipt thereof, the third firm shall adopt in its entirety one of the proposals and shall not

2

adopt a compromise between the proposals of the initial two firms. The market coupon rate determined in accordance with the above procedure shall, retroactive to the date immediately following the sixth anniversary of the Original Issue Date and thereafter, be the Preferred Dividend.

#### ARTICLE III

The amendment of the Certificate of Designation, Rights, and Limitations of the Series A Convertible Preferred Stock of Quanta Services, Inc. as set forth herein has been duly adopted in accordance with Section 242 of the General Corporation Law of the State of Delaware.

EXECUTED, effective as of the 15th day of June, 2000.

QUANTA SERVICES, INC.

By: /s/ Brad Eastman

-----  
Title: Vice President, Secretary and  
General Counsel  
-----

3



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 -----  
 Quanta Services, Inc.,  
 as Issuer

to

Chase Bank of Texas, National Association  
 as Trustee

-----  
 SENIOR INDENTURE

Dated as of \_\_\_\_\_, 2000  
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 1

TABLE OF CONTENTS  
 -----

<TABLE>  
 <CAPTION>

	PAGE ----
<S>	<C>
PARTIES.....	1
RECITALS OF THE COMPANY.....	1
ARTICLE ONE      DEFINITIONS AND OTHER PROVISIONS	
OF GENERAL APPLICATION.....	1
SECTION 101.      Definitions.....	1
Act .....	1
Affiliate.....	2
As-Converted Series A Preferred Shares.....	
Authenticating Agent.....	2
Board of Directors.....	2
Board Resolution.....	2
Business Day.....	2
Capital Stock.....	2
Commission.....	2
Common Stock.....	2
Company.....	2
Company Request.....	2
Company Order.....	2
Conversion Agent.....	2
Conversion Price.....	2
Conversion Shares.....	3
Corporate Trust Office.....	3
corporation.....	3
Covenant Defeasance.....	3
Defaulted Interest.....	3
Defeasance.....	3
Depository.....	3
Distribution Date.....	3
Event of Default.....	3

Exchange Act.....	3
Expiration Date.....	3
Expiration Time.....	3
Global Security.....	3
Holder.....	3
Indenture.....	3
interest.....	4
Interest Payment Date.....	4
Investment Company Act.....	4
Last Sale Price.....	4
Limited Vote Common Stock.....	
Maturity.....	4
Notice of Default.....	4
Offer.....	4
Officer's Certificate.....	4

</TABLE>

<TABLE>

<S>

<C>

Opinion of Counsel.....	4
Original Issue Discount Security.....	4
Outstanding.....	4
Paying Agent.....	5
Person.....	5
Place of Payment.....	5
Predecessor Security.....	5
Redemption Date.....	5
Redemption Price.....	5
Regular Record Date.....	6
Responsible Officer.....	6
Securities.....	6
Securities Act.....	6
Security Register.....	6
Security Registrar.....	6
Significant Subsidiary.....	6
Special Record Date.....	6
Stated Maturity.....	6
Subsidiary.....	6
Trading Day.....	6
Trust Indenture Act.....	6
Trustee .....	6
U.S. Government Obligation.....	7
Vice President.....	7
Voting Stock.....	7
Wholly Owned Subsidiary.....	7

SECTION 102.	Compliance Certificates and Opinions.....	7
SECTION 103.	Form of Documents Delivered to Trustee.....	7
SECTION 104.	Acts of Holders; Record Dates.....	8
SECTION 105.	Notices, Etc., to Trustee and Company.....	9
SECTION 106.	Notice to Holders; Waiver.....	10
SECTION 107.	Conflict with Trust Indenture Act.....	10
SECTION 108.	Effect of Headings and Table of Contents.....	10
SECTION 109.	Successors and Assigns.....	10
SECTION 110.	Separability Clause.....	11
SECTION 111.	Benefits of Indenture.....	11
SECTION 112.	Governing Law.....	11
SECTION 113.	Legal Holidays.....	11
SECTION 114.	Counterparts.....	

ARTICLE TWO	SECURITY FORMS.....	11
SECTION 201.	Forms Generally.....	11
SECTION 202.	Form of Face of Security.....	12
SECTION 203.	Form of Reverse of Security.....	14
SECTION 204.	[intentionally omitted].....	
SECTION 205.	Form of Legend for Global Securities.....	17
SECTION 206.	Form of Trustee's Certificate of Authentication.....	18
SECTION 207.	Form of Conversion Notice.....	19

ARTICLE THREE	THE SECURITIES .....	20
SECTION 301.	Amount Unlimited; Issuable in Series.....	20
SECTION 302.	Denominations.....	22

</TABLE>

<TABLE>

<S>

<C>

SECTION 303.	Execution, Authentication, Delivery and Dating.....	22
--------------	---	----

SECTION 304.	Temporary Securities.....	24
SECTION 305.	Registration, Registration of Transfer and Exchange.....	24
SECTION 306.	Mutilated, Destroyed, Lost and Stolen Securities.....	25
SECTION 307.	Payment of Interest; Interest Rights Preserved.....	26
SECTION 308.	Persons Deemed Owners.....	27
SECTION 309.	Cancellation.....	28
SECTION 310.	Computation of Interest.....	28
ARTICLE FOUR	SATISFACTION AND DISCHARGE.....	28
SECTION 401.	Satisfaction and Discharge of Indenture.....	28
SECTION 402.	Application of Trust Money.....	29
ARTICLE FIVE	REMEDIES.....	29
SECTION 501.	Events of Default.....	29
SECTION 502.	Acceleration of Maturity; Rescission and Annulment.....	31
SECTION 503.	Collection of Indebtedness and Suits for Enforcement by Trustee.....	32
SECTION 504.	Trustee May File Proofs of Claim.....	32
SECTION 505.	Trustee May Enforce Claims Without Possession of Securities.....	33
SECTION 506.	Application of Money Collected.....	33
SECTION 507.	Limitation on Suits.....	33
SECTION 508.	Unconditional Right of Holders to Receive Principal, Premium and Interest.....	34
SECTION 509.	Restoration of Rights and Remedies.....	34
SECTION 510.	Rights and Remedies Cumulative.....	34
SECTION 511.	Delay or Omission Not Waiver.....	34
SECTION 512.	Control by Holders.....	35
SECTION 513.	Waiver of Past Defaults.....	35
SECTION 514.	Undertaking for Costs.....	35
SECTION 515.	Waiver of Usury, Stay or Extension Laws.....	35
ARTICLE SIX	THE TRUSTEE.....	36
SECTION 601.	Certain Duties and Responsibilities.....	36
SECTION 602.	Notice of Defaults.....	36
SECTION 603.	Certain Rights of Trustee.....	36
SECTION 604.	Not Responsible for Recitals or Issuance of Securities.....	38
SECTION 605.	May Hold Securities.....	38
SECTION 606.	Money Held in Trust.....	38
SECTION 607.	Compensation and Reimbursement.....	38
SECTION 608.	Conflicting Interests.....	39
SECTION 609.	Corporate Trustee Required; Eligibility.....	39
SECTION 610.	Resignation and Removal; Appointment of Successor.....	39
SECTION 611.	Acceptance of Appointment by Successor.....	40
SECTION 612.	Merger, Conversion, Consolidation or Succession to Business.....	41
SECTION 613.	Preferential Collection of Claims Against Company.....	42
SECTION 614.	Appointment of Authenticating Agent.....	42
ARTICLE SEVEN	HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY.....	43
SECTION 701.	Company to Furnish Trustee Names and Addresses of Holders.....	43
SECTION 702.	Preservation of Information; Communications to Holders.....	43
SECTION 703.	Reports by Trustee.....	43
SECTION 704.	Reports by Company.....	44
ARTICLE EIGHT	CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE.....	44
SECTION 801.	Company May Consolidate, Etc., Only on Certain Terms.....	44

<TABLE>		
<S>		
SECTION 802.	[intentionally omitted].....	
SECTION 803.	Successor Substituted.....	45
ARTICLE NINE	SUPPLEMENTAL INDENTURES.....	45
SECTION 901.	Supplemental Indentures Without Consent of Holders.....	45
SECTION 902.	Supplemental Indentures With Consent of Holders.....	46
SECTION 903.	Execution of Supplemental Indentures.....	47
SECTION 904.	Effect of Supplemental Indentures.....	48
SECTION 905.	Conformity with Trust Indenture Act.....	48
SECTION 906.	Reference in Securities to Supplemental Indentures.....	48
ARTICLE TEN	COVENANTS.....	48
SECTION 1001.	Payment of Principal, Premium and Interest.....	48
SECTION 1002.	Maintenance of Office or Agency.....	48
SECTION 1003.	Money for Securities Payments to Be Held in Trust.....	49
SECTION 1004.	Statement by Officers as to Default.....	50
SECTION 1005.	Existence.....	50
SECTION 1006.	Maintenance of Properties.....	50
SECTION 1007.	Payment of Taxes and Other Claims.....	51
SECTION 1008.	Maintenance of Insurance.....	51
SECTION 1009.	Waiver of Certain Covenants.....	51
ARTICLE ELEVEN	REDEMPTION OF SECURITIES.....	51
SECTION 1101.	Applicability of Article.....	51
SECTION 1102.	Election to Redeem; Notice to Trustee.....	51
SECTION 1103.	Selection by Trustee of Securities to Be Redeemed.....	52
SECTION 1104.	Notice of Redemption.....	53
SECTION 1105.	Deposit of Redemption Price.....	53
SECTION 1106.	Securities Payable on Redemption Date.....	53
SECTION 1107.	Securities Redeemed in Part.....	54
ARTICLE TWELVE	[INTENTIONALLY OMMITED].....	54

ARTICLE THIRTEEN	[INTENTIONALLY OMITTED].....	
ARTICLE FOURTEEN	[INTENTIONALLY OMITTED].....	
ARTICLE FIFTEEN	DEFEASANCE AND COVENANT DEFEASANCE.....	54
SECTION 1501.	Company's Option to Effect Defeasance or Covenant Defeasance.....	54
SECTION 1502.	Defeasance and Discharge.....	55
SECTION 1503.	Covenant Defeasance.....	55
SECTION 1504.	Conditions to Defeasance or Covenant Defeasance.....	55
SECTION 1505.	Deposited Money and U.S. Government Obligations to Be Held in Trust; Miscellaneous Provisions.....	57
SECTION 1506.	Reinstatement.....	58
ARTICLE SIXTEEN	SINKING FUNDS .....	58
SECTION 1601.	Applicability of Article.....	58
SECTION 1602.	Satisfaction of Sinking Fund Payments with Securities.....	58
SECTION 1603.	Redemption of Securities for Sinking Fund.....	59
ARTICLE SEVENTEEN	CONVERSION OF SECURITIES.....	59
SECTION 1701.	Applicability of Article.....	59
SECTION 1702.	Exercise of Conversion Privilege.....	59
SECTION 1703.	Fractional Interests.....	60
SECTION 1704.	Adjustment of Conversion Price.....	61
SECTION 1705.	Continuation of Conversion Privilege in Case of Merger, Consolidation or Sale of Assets.....	65

</TABLE>

iv

<TABLE>

<S>		<C>
SECTION 1706.	Notice of Certain Events.....	66
SECTION 1707.	Taxes on Conversion.....	66
SECTION 1708.	Company to Provide Stock.....	67
SECTION 1709.	Disclaimer of Responsibility for Certain Matters.....	67
SECTION 1710.	Return of Funds Deposited for Redemption of Converted Securities.....	67

</TABLE>

v

#### QUANTA SERVICES, INC.

CERTAIN SECTIONS OF THIS INDENTURE RELATING TO SECTIONS 310 THROUGH 318,  
INCLUSIVE, OF THE TRUST INDENTURE ACT OF 1939:

<TABLE>

<CAPTION>

TRUST INDENTURE

ACT SECTION	INDENTURE SECTION
<S>	<C>
Section 310(a) (1)	609
(a) (2)	609
(a) (3)	Not Applicable
(a) (4)	Not Applicable
(b)	608
	610
Section 311(a)	613
(b)	613
Section 312(a)	701
	702
(b)	702
(c)	702
Section 313(a)	703
(b)	703
(c)	703
(d)	703
Section 314(a)	704
(a) (4)	101
	1004
(b)	Not Applicable
(c) (1)	102
(c) (2)	102
(c) (3)	Not Applicable
(d)	Not Applicable
(e)	102
Section 315(a)	601
(b)	602
(c)	601
(d)	601
(e)	514
Section 316(a)	101
(a) (1) (A)	502
	512

(a) (1) (B)	513
(a) (2)	Not Applicable
(b)	508
(c)	104
Section 317(a) (1)	503
(a) (2)	504
(b)	1003
Section 318(a)	107

</TABLE>

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

vi

INDENTURE, dated as of \_\_\_\_\_, 200\_\_, among Quanta Services, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), having its principal office at 1360 Post Oak Blvd., Suite 2100, Houston, Texas 770056, and Chase Bank of Texas, National Association, a national banking association as Trustee (herein called the "Trustee").

#### RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities"), to be issued in one or more series as in this Indenture provided.

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

#### ARTICLE ONE

##### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

##### SECTION 101. Definitions.

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

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

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted at the date of this instrument;

(4) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Indenture; and

(5) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

"Act", when used with respect to any Holder, has the meaning specified in Section 104.

indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided that direct or indirect beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to control; provided, however that UtiliCorp United, Inc. and its respective Affiliates (other than the Company's Subsidiaries) shall not be deemed to be Affiliates of the Company.

"As Converted Series A Preferred Shares" means that number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock are convertible at any time.

"Authenticating Agent" means any Person authorized by the Trustee pursuant to Section 614 to act on behalf of the Trustee to authenticate Securities of one or more series.

"Board of Directors" means, with respect to the Company, either the board of directors of the Company or any committee of that board duly authorized to act for it in respect hereof.

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

"Business Day", when used with respect to any Place of Payment, means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or executive order to close.

"Capital Stock" of any Person means any and all shares, interests, participations or other equivalents (however designated) of corporate stock or other equity participations, including partnership interests, whether general or limited, of such Person.

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

"Common Stock" means the Common Stock, par value \$.00001 per share, of the Company as the same exists at the date of execution and delivery of this Indenture or other capital stock of the Company into which such Common Stock is converted, reclassified or changed from time to time.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Company Request" or "Company Order" means a written request or order signed in the name of the Company by its Chairman of the Board, its Vice Chairman of the Board, its President or a Vice President, and delivered to the Trustee.

"Conversion Agent" means any Person authorized by the Company to convert any Securities on behalf of the Company.

"Conversion Price" has the meaning specified in Section 1704.

2

"Conversion Shares" has the meaning specified in Section 1704(k).

"Corporate Trust Office" means the principal office of the Trustee as follows: (a) for registration or transfer of the Securities: Chase Bank of Texas, National Association, 2001 Bryan Street, 9th Street, Dallas, Texas 75201, telephone: (800) 275-2048, telecopy: (214) 672-5873; (b) for payment of the Securities, as agent for the Trustee, Chase Manhattan Bank, National Association, 55 Water Street, Room 234, New York, New York, 10041, telephone (212) 638-0454, telecopy (212) 638-7380; and (c) for all other communications relating to the Securities: Chase Bank of Texas, National Association, Capital Markets Fiduciary Services, 600 Travis Street, Suite 1150, Houston, Texas 77002, telephone (713) 216-6877, telecopy (713) 577-5200.

The term "corporation" means a corporation, association, company, joint-stock company, partnership or business trust.

"Covenant Defeasance" has the meaning specified in Section 1503.

"Date of Conversion" has the meaning set forth in Section 1702.

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

"Defeasance" has the meaning specified in Section 1502.

"Depository" means, with respect to Securities of any series issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Exchange Act that is designated to act as Depository for such Securities as contemplated by Section 301.

"Distribution Date" has the meaning specified in Section 1704(k).

"Event of Default" has the meaning specified in Section 501.

"Exchange Act" means the Securities Exchange Act of 1934 and any statute successor thereto, in each case as amended from time to time.

"Expiration Date" has the meaning specified in Section 104.

"Expiration Time" has the meaning specified in Section 1704(e).

"Global Security" means a Security that evidences all or part of the Securities of any series and bears the legend set forth in Section 205 (or such legend as may be specified as contemplated by Section 301 for such Securities).

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

"Indenture" means this instrument as originally executed 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, for all purposes of this instrument and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this instrument and any such supplemental indenture, respectively. The term "Indenture" shall also include the terms of particular series of Securities established as contemplated by Section 301.

"Insolvency or Liquidation Proceeding" has the meaning specified in Section 607.

3

"interest", when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity or after a specified date, means such interest payable only after Maturity or after a specified date.

"Interest Payment Date", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"Investment Company Act" means the Investment Company Act of 1940 and any statute successor thereto, in each case as amended from time to time.

"Last Sale Price" has the meaning specified in Section 1703.

Limited Vote Common Stock means that number of shares of Common Stock into which the outstanding shares of Limited Vote Common Stock are, upon transfer, convertible at any time.

"Maturity", when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"Notice of Default" means a written notice of the kind specified in Section 501(4).

"Offer" has the meaning specified in Section 1704(e).

"Officer's Certificate" means a certificate signed by the Chairman of the Board, a Vice Chairman of the Board, the President or a Vice President, of the Company, and delivered to the Trustee. The officer signing the Company's Officer's Certificate given pursuant to Section 1004 shall be the principal executive, financial or accounting officer of the Company.

"Opinion of Counsel" means, as to the Company, a written opinion of counsel, who may be counsel for the Company, and who shall be acceptable to the Trustee.

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

"Outstanding", when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(1) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Securities as to which Defeasance has been effected pursuant to Section 1502; and

## 4

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

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given, made or taken any request, demand, authorization, direction, notice, consent, waiver or other action hereunder as of any date, (A) the principal amount of an Original Issue Discount Security which shall be deemed to be Outstanding shall be the amount of the principal thereof which would be due and payable as of such date upon acceleration of the Maturity thereof to such date pursuant to Section 502, (B) if, as of such date, the principal amount payable at the Stated Maturity of a Security is not determinable, the principal amount of such Security which shall be deemed to be Outstanding shall be the amount as specified or determined as contemplated by Section 301, (C) the principal amount of a Security denominated in one or more foreign currencies or currency units which shall be deemed to be Outstanding shall be the U.S. dollar equivalent, determined as of such date in the manner provided as contemplated by Section 301, of the principal amount of such Security (or, in the case of a Security described in Clause (A) or (B) above, of the amount determined as provided in such Clause), and (D) Securities owned by the Company, or any other obligor upon the Securities or any Affiliate of the Company, or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or other action, only Securities which the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company, or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"Paying Agent" means any Person authorized by the Company to pay the principal of or any premium or interest on any Securities on behalf of the Company.

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization or other entity or any government or any agency or political subdivision thereof.

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

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

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

"Redemption Price", when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.



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

"Responsible Officer" means any officer in the corporate trust department (or any successor thereto) of the Trustee, or any other officer of the Trustee customarily performing functions similar to those performed by any of such officers and also means, with respect to a particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of that officer's knowledge of and familiarity with that particular matter.

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

"Securities Act" means the Securities Act of 1933 and any statute successor thereto, in each case as amended from time to time.

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

"Significant Subsidiary" means, at any date of determination, any Subsidiary that represents 10% or more of the Company's total consolidated assets at the end of the most recent fiscal quarter for which financial information is available or 10% or more of the Company's consolidated net revenues or consolidated operating income for the most recent four quarters for which financial information is available.

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

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

"Subsidiary" of any Person means (1) a corporation more than 50% of the combined voting power of the outstanding Voting Stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof or (2) any other Person (other than a corporation) in which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, has at least a majority ownership and power to direct the policies, management and affairs thereof.

"Trading Day" has the meaning specified in Section 1703.

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

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

"U.S. Government Obligation" has the meaning specified in Section 1504.

"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".

"Voting Stock" of any Person means Capital Stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency.

"Wholly Owned Subsidiary" of any Person means a Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or the minimum number of shares necessary to satisfy foreign ownership requirements) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person or by

such Person and one or more Wholly Owned Subsidiaries of such Person.

#### SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company, shall furnish to the Trustee such certificates and opinions as may be required under the Trust Indenture Act. Each such certificate or opinion shall be given in the form of an Officer's Certificate, if to be given by an officer of the Company, or an Opinion of Counsel, if to be given by counsel, and shall comply with the requirements of the Trust Indenture Act and any other requirements set forth in this Indenture.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

#### SECTION 103. Form of Documents Delivered to Trustee.

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

7

other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

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

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

#### SECTION 104. Acts of Holders; Record Dates.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by 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 (subject to Section 601) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

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.

The ownership of Securities shall be proved by the Security Register.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

The Company may set any day as a record date for the purpose of determining the Holders of Outstanding Securities of any series entitled to give, make or take any request, demand, authorization,

8

direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders of Securities of such series, provided that the Company may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If any record date is set pursuant to this paragraph, the Holders of Outstanding Securities of the relevant series on such record date, and no other Holders, shall be entitled to take the relevant action, whether or not such Holders remain Holders after such record date, provided that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Securities of such series on such record date. Nothing in this paragraph shall be construed to prevent the Company from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 106.

With respect to any record date set pursuant to this Section, the party hereto which sets such record dates may designate any day as the "Expiration Date" and from time to time may change the Expiration Date to any earlier or later day; provided that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Securities of the relevant series in the manner set forth in Section 106, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section, the party hereto which set such record date shall be deemed to have initially designated the 180th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph. Notwithstanding the foregoing, no Expiration Date shall be later than the 180th day after the applicable record date.

Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

SECTION 105. Notices, Etc., to Trustee and Company.

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

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

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly

provided) if in writing and mailed, first-class postage prepaid, addressed to the Company at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company, Attention: Chief Financial Officer.

Notices to the Trustee shall be effective only upon receipt.

#### SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, 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 give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

#### SECTION 107. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act which is required under such Act to be a part of and govern this Indenture, the latter provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act which 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 108. Effect of Headings and Table of Contents.

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

#### SECTION 109. Successors and Assigns.

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

#### SECTION 110. Separability Clause.

In case any provision in this Indenture or 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 111. Benefits of Indenture.

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

#### SECTION 112. Governing Law.

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

SECTION 113. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date, purchase date or Stated Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities (other than a provision of any Security which specifically states that such provision shall apply in lieu of this Section)) payment of interest or principal (and premium, if any) need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date or purchase date, or at the Stated Maturity.

SECTION 114. Counterparts.

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

ARTICLE TWO

SECURITY FORMS

SECTION 201. Forms Generally.

The Securities of each series shall be in substantially the form set forth in this Article, or in such other form as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor or as may, consistently herewith, be

11

determined by the officers executing such Securities, as evidenced by their execution thereof. If the form of Securities of any series is established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 303 for the authentication and delivery of such Securities.

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities, as evidenced by their execution of such Securities.

SECTION 202. Form of Face of Security.

[Insert any legend required by the Internal Revenue Code and the regulations thereunder.]

Quanta Services, Inc.

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No. \_\_\_\_\_ \$ \_\_\_\_\_

Quanta Services, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars on \_\_\_\_\_ [if the Security is to bear interest prior to Maturity, insert -- , and to pay interest thereon from \_\_\_\_\_ or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_, at the rate of \_\_\_\_% per annum, until the principal hereof is paid or made available for payment, provided that any principal and premium, and any such installment of interest, which is overdue shall bear interest at the rate of \_\_\_\_% per annum (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment, and such interest shall be payable on demand. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business

on the Regular Record Date for such interest, which shall be the \_\_\_\_\_ or \_\_\_\_\_ (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture].

[If the Security is not to bear interest prior to Maturity or another specified date, insert -- The principal of this Security shall not bear interest [until \_\_\_\_\_] except in the case of a default in payment of principal upon acceleration, upon redemption or at Stated Maturity and in such case the overdue principal and any overdue premium shall bear interest at the rate of \_\_\_\_\_% per annum (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until

12

they are paid or made available for payment. Interest on any overdue principal or premium shall be payable on demand. Any such interest on overdue principal or premium which is not paid on demand shall bear interest at the rate of .....% per annum (to the extent that the payment of such interest on interest shall be legally enforceable), from the date of such demand until the amount so demanded is paid or made available for payment. Interest on any overdue interest shall be payable on demand.]

Payment of the principal of (and premium, if any) and [if applicable, insert -- any such] interest on this Security will be made at the office or agency of the Company maintained for that purpose in \_\_\_\_\_, 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 may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

Quanta Services, Inc.

By \_\_\_\_\_

13

#### SECTION 203. Form of Reverse of Security.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of \_\_\_\_\_, 2000 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and Chase Bank of Texas, National Association, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof [if applicable, insert -- , limited in aggregate principal amount to \$\_\_\_\_\_].

[If applicable, insert -- The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, [if applicable, insert --

(1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ through operation of the sinking fund for this series at a Redemption Price equal to 100% of the principal amount, and (2)] at any time [if applicable, insert -- on or after \_\_\_\_\_, 20\_\_], as a whole or in part, at the election of the Company, at the following Redemption Prices (expressed as percentages of the principal amount at Maturity): If redeemed [if applicable, insert -- on or before \_\_\_\_\_, \_\_%, and if redeemed] during the 12-month period beginning \_\_\_\_\_ of the years indicated,

<TABLE>  
<CAPTION>

Year	Redemption Price	Year	Redemption Price
- ----	-----	----	-----
<S>	<C>	<C>	<C>

and thereafter at a Redemption Price equal to \_\_\_\_\_% of the principal amount at Maturity, together in the case of any such redemption [if applicable, insert -- (whether through operation of the sinking fund or otherwise)] with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert -- The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, (1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ through operation of the sinking fund for this series at the Redemption Prices for redemption through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below, and (2) at any time [if applicable, insert -- on or after \_\_\_\_\_], as s a whole or in part, at the election of the Company, at the Redemption Prices for redemption otherwise than through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below: If redeemed during the 12-month period beginning \_\_\_\_\_ of the years indicated,

14

<TABLE>  
<CAPTION>

Year	Redemption Price For Redemption Through Operation of the Sinking Fund	Redemption Price For Redemption Otherwise Than Through Operation of the Sinking Fund
- ----	-----	-----
<S>	<C>	<C>

and thereafter at a Redemption Price equal to \_\_\_\_\_% of the principal amount at Maturity, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert -- Notwithstanding the foregoing, the Company may not, prior to \_\_\_\_\_ redeem any Securities of this series as contemplated by [if applicable, insert -- Clause (2) of] the preceding paragraph as a part of, or in anticipation of, any refunding operation by the application, directly or indirectly, of moneys borrowed having an interest cost to the Company (calculated in accordance with generally accepted financial practice) of less than \_\_\_\_\_% per annum.]

[If applicable, insert -- The sinking fund for this series provides for the redemption on \_\_\_\_\_ in each year beginning with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ of [if applicable, insert -- not less than \$\_\_\_\_\_ ("mandatory sinking fund") and not more than] \$\_\_\_\_\_ aggregate principal amount of Securities of this series. Securities of this series acquired or redeemed by the Company otherwise than through [if applicable, insert -- mandatory] sinking fund payments may be credited against subsequent [if applicable, insert -- mandatory] sinking fund payments otherwise required to be made [if applicable, insert -- , in the inverse order in which they become due].]

[If the Security is subject to redemption of any kind, insert -- In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be

issued in the name of the Holder hereof upon the cancellation hereof.]

[If the Security is subject to conversion, insert -- Subject to the provisions of the Indenture, each Holder has the right to convert the principal amount of this Security into fully paid and nonassessable shares of Common Stock of the Company at the initial Conversion Price per share of Common Stock of \$\_\_\_\_\_ (or \$\_\_\_\_\_ in principal amount of Securities for each such share of Common Stock), or at the adjusted Conversion Price then in effect, if adjustment has been made as provided in the Indenture, upon surrender of the Security to the Conversion Agent, together with a fully executed notice in substantially the form attached hereto and, if required by the Indenture, an amount equal to accrued interest payable on this Security.]

[If applicable, insert -- The Indenture contains provisions for Defeasance and Covenant Defeasance at any time of [the entire indebtedness of this Security] [or] [certain restrictive covenants and

15

Events of Default with respect to this Security] [, in each case] upon compliance with certain conditions set forth in the Indenture.]

[If the Security is not an Original Issue Discount Security, insert -- If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.]

[If the Security is an Original Issue Discount Security, insert -- If an Event of Default with respect to Securities of this series shall occur and be continuing, an amount of principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. Such amount shall be equal to -- insert formula for determining the amount. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal, premium and interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and premium and interest, if any, on the Securities of this series shall terminate.]

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest



on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$..... and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

SECTION 204. [intentionally omitted].

SECTION 205. Form of Legend for Global Securities.

Unless otherwise specified as contemplated by Section 301 for the Securities evidenced thereby, every Global Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

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 MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

SECTION 206. Form of Trustee's Certificate of Authentication.

The Trustee's certificates of authentication shall be in substantially the following form:

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

-----,  
As Trustee

Date of authentication:

By -----  
Authorized Signatory

SECTION 207. Form of Conversion Notice.

Each convertible Security shall have attached thereto, or set forth on the reverse of the Security, a notice of conversion in substantially the following form:

Conversion Notice

To: Quanta Services, Inc.

The undersigned owner of this Security hereby: (i) irrevocably exercises the option to convert this Security, or the portion hereof below

designated, for shares of Common Stock of Quanta Services, Inc. in accordance with the terms of the Indenture referred to in this Security and (ii) directs that such shares of Common Stock deliverable upon the conversion, together with any check in payment for fractional shares and any Security(ies) representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares are to be delivered registered in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Security.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature

Fill in for registration of shares if to be delivered, and of Securities if to be issued, otherwise than to and in the name of the registered holder.

\_\_\_\_\_  
Social Security or other  
Taxpayer Identification Number

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State and Zip Code)  
(Please print name and address)

Principal amount to be converted: (if less than all)  
\$ \_\_\_\_\_

Signature Guarantee\*

- \_\_\_\_\_  
\*Participant in a recognized Signature Guarantee Medallion Program (or other signature acceptable to the Trustee).

19

#### ARTICLE THREE

#### THE SECURITIES

#### SECTION 301. Amount Unlimited; Issuable in Series.

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

The Securities may be issued in one or more series. There shall be established in or pursuant to a Board Resolution and, subject to Section 303, set forth, or determined in the manner provided, in an Officer's Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series,

(1) the title of the Securities of the series (which shall distinguish the Securities of the series from Securities of any other series);

(2) [intentionally omitted];

(3) [intentionally omitted];

(4) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 304, 305, 306, 906 or 1107 and except for any Securities which, pursuant to Section 303, are deemed never to have been authenticated and delivered hereunder);

(5) the Person to whom any interest on a Security of the series shall be payable, if other than the Person in whose name that Security (or

one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest;

(6) the date or dates on which the principal of any Securities of the series is payable;

(7) the rate or rates at which any Securities of the series shall bear interest, if any, the date or dates from which any such interest shall accrue, the Interest Payment Dates on which any such interest shall be payable and the Regular Record Date for any such interest payable on any Interest Payment Date;

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

(9) the period or periods within which, the price or prices at which and the terms and conditions upon which any Securities of the series may be redeemed, in whole or in part, at the option of the Company and, if other than by a Board Resolution, the manner in which any election by the Company to redeem the Securities shall be evidenced;

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

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

20

(12) if the amount of principal of or any premium or interest on any Securities of the series may be determined with reference to an index or pursuant to a formula, the manner in which such amounts shall be determined;

(13) if other than the currency of the United States of America, the currency, currencies or currency units in which the principal of or any premium or interest on any Securities of the series shall be payable and the manner of determining the equivalent thereof in the currency of the United States of America for any purpose, including for purposes of the definition of "Outstanding" in Section 101;

(14) if the principal of or any premium or interest on any Securities of the series is to be payable, at the election of the Company or the Holder thereof, in one or more currencies or currency units other than that or those in which such Securities are stated to be payable, the currency, currencies or currency units in which the principal of or any premium or interest on such Securities as to which such election is made shall be payable, the periods within which and the terms and conditions upon which such election is to be made and the amount so payable (or the manner in which such amount shall be determined);

(15) if other than the entire principal amount thereof, the portion of the principal amount of any Securities of the series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 502;

(16) if the principal amount payable at the Stated Maturity of any Securities of the series will not be determinable as of any one or more dates prior to the Stated Maturity, the amount which shall be deemed to be the principal amount of such Securities as of any such date for any purpose thereunder or hereunder, including the principal amount thereof which shall be due and payable upon any Maturity other than the Stated Maturity or which shall be deemed to be Outstanding as of any date prior to the Stated Maturity (or, in any such case, the manner in which such amount deemed to be the principal amount shall be determined);

(17) if applicable, that the Securities of the series, in whole or any specified part, shall be defeasible pursuant to Section 1502 or Section 1503 or both such Sections and, if other than by a Board Resolution, the manner in which any election by the Company to defease such Securities shall be evidenced;

(18) if applicable, that any Securities of the series shall be issuable in whole or in part in the form of one or more Global Securities and, in such case, the respective Depositories for such Global Securities, the form of any legend or legends which shall be borne by any such Global Security in addition to or in lieu of that set forth in Section 205 and any circumstances in addition to or in lieu of those set forth in Clause (2) of the last paragraph of Section 305 in which any such Global Security may be

exchanged in whole or in part for Securities registered, and any transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof;

(19) any addition to or change in the Events of Default which applies to any Securities of the series and any change in the right of the Trustee or the requisite Holders of such Securities to declare the principal amount thereof due and payable pursuant to Section 502;

(20) any addition to or change in the covenants set forth in Article Ten which applies to Securities of the series;

21

(21) whether the Securities of the series will be convertible into Common Stock (or cash in lieu thereof) and, if so, the terms and conditions upon which such conversion shall be effected including the initial Conversion Price and any adjustments thereto in addition to or different from those set forth in Section 1704, the conversion period and other provisions in addition to or in lieu of those set forth herein; and

(22) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture, except as permitted by Section 901(5)).

All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above and (subject to Section 303) set forth, or determined in the manner provided, in the Officer's Certificate referred to above or in any such indenture supplemental hereto.

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

SECTION 302. Denominations.

The Securities of each series shall be issuable only in registered form without coupons and only in such denominations as shall be specified as contemplated by Section 301. In the absence of any such specified denomination with respect to the Securities of any series, the Securities of such series shall be issuable in denominations of \$1,000 and any integral multiple thereof.

SECTION 303. Execution, Authentication, Delivery and Dating.

The Securities shall be executed on behalf of the Company by its Chairman of the Board, its Vice Chairman of the Board, its President or one of its Vice Presidents, under its corporate seal reproduced thereon. The signature of any of these officers on the Securities may be manual or facsimile.

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 at the date of such Securities.

22

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities. If the form or terms of the Securities of the series have been established by or pursuant to one or more Board Resolutions as permitted by Sections 201 and 301, in authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating,

(1) if the form of such Securities has been established by or pursuant to Board Resolution as permitted by Section 201, that such form has been established in conformity with the provisions of this Indenture;

(2) if the terms of such Securities have been established by or pursuant to Board Resolution as permitted by Section 301, that such terms

have been established in conformity with the provisions of this Indenture; and

(3) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any limitations, exceptions and conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

If such form or terms have been so established, the Trustee shall not be required to authenticate such Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Notwithstanding the provisions of Section 301 and of the preceding paragraph, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officer's Certificate otherwise required pursuant to Section 301 or the Company Order and Opinion of Counsel otherwise required pursuant to such preceding paragraph at or prior to the authentication of each Security of such series if such documents are delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

Each Security shall be dated the date of its authentication.

No Security 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 executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

23

#### SECTION 304. Temporary Securities.

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

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

#### SECTION 305. Registration, Registration of Transfer and Exchange.

The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency of the Company in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and of transfers of Securities. The Trustee is hereby appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

Upon surrender for registration of transfer of any Security of a series at the office or agency of the Company in a Place of Payment for that series,

the Company shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of the same series, of any authorized denominations and of like tenor and aggregate principal amount.

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

All Securities issued upon any registration of transfer or exchange of Securities shall be the 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.

Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

24

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 304, 906 or 1107 not involving any transfer.

If the Securities of any series (or of any series and specified tenor) are to be redeemed in part, the Company shall not be required (A) to issue, register the transfer of or exchange any Securities of that series (or of that series and specified tenor, as the case may be) during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of any such Securities selected for redemption under Section 1103 and ending at the close of business on the day of such mailing, or (B) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

The provisions of Clauses (1), (2), (3) and (4) below shall apply only to Global Securities:

(1) Each Global Security authenticated under this Indenture shall be registered in the name of the Depositary designated for such Global Security 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 all purposes of this Indenture.

(2) Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or a nominee thereof, or a successor Depositary or a nominee thereof, unless (A) such Depositary (i) has notified the Company that it is unwilling or unable to continue as Depositary for such Global Security and no successor Depositary has been appointed within 90 days thereof or (ii) has ceased to be a clearing agency registered under the Exchange Act and no successor Depositary has been appointed within 90 days thereof, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Security Registrar shall have received a written request from such Depositary to issue certificated Securities or (C) there shall exist such circumstances, if any, in addition to or in lieu of the foregoing as have been specified for this purpose as contemplated by Section 301.

(3) Subject to Clause (2) above, any exchange of a Global Security for other Securities may be made in whole or in part, and all Securities issued in exchange for a Global Security or any portion thereof shall be registered in such names as the Depositary for such Global Security shall direct.

(4) Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to this Section, Section 304, 306, 906 or 1107 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such Security is registered in the name of a Person other than the Depositary for such Global Security or a nominee thereof.

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

25

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding. If, after the delivery of such replacement Security, a bona fide purchaser of the original Security in lieu of which such replacement Security was issued presents for payment or registration such original Security, the Trustee shall be entitled to recover such replacement Security from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Company, the Trustee or any Authenticating Agent in connection therewith.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable or is to be converted, the Company in its discretion may, instead of issuing a new Security, pay or authorize the conversion of such Security (without surrender thereof save in the case of a mutilated Security).

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

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

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

#### SECTION 307. Payment of Interest; Interest Rights Preserved.

Except as otherwise provided as contemplated by Section 301 with respect to any series of Securities, interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

26

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

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of

such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given to each Holder of Securities of such series in the manner set forth in Section 106, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following Clause (2).

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

Subject to the foregoing provisions of this Section, each 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 accrued and unpaid, and to accrue, which were carried by such other Security.

#### SECTION 308. Persons Deemed Owners.

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

27

#### SECTION 309. Cancellation.

All Securities surrendered for payment, redemption, purchase, conversion, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of as directed by a Company Order and otherwise shall be treated in accordance with the Trustee's document retention policies.

#### SECTION 310. Computation of Interest.

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

### ARTICLE FOUR

#### SATISFACTION AND DISCHARGE

#### SECTION 401. Satisfaction and Discharge of Indenture.

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

(1) either



(A) all Securities theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced, converted or paid as provided in Section 306 and (ii) Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(B) all such Securities not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

28

(iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) above, has deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose money in an amount sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for principal and any premium and interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

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

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

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 607, the obligations of the Trustee to any Authenticating Agent under Section 614 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of Clause (1) of this Section, the obligations of the Trustee under Section 402 and the last paragraph of Section 1003 shall survive.

#### SECTION 402. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Section 401 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 (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal and any premium and interest for whose payment such money has been deposited with the Trustee.

#### ARTICLE FIVE

##### REMEDIES

#### SECTION 501. Events of Default.

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

(1) default in the payment of the principal of or any premium on any Security of that series at its Maturity; or

29

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

(3) default in the deposit of any sinking fund payment, when and

as due by the terms of a Security of that series; or

(4) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with or which has expressly been included in this Indenture solely for the benefit of series of Securities other than that series), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) default in the performance, or breach, of the provisions of Article Eight;

(6) [intentionally omitted];

(7) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary or of any substantial part of its or their property, or ordering the winding up or liquidation of its or their affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(8) the commencement by the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it or them to the entry of a decree or order for relief in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it or them, or the filing by it or them of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or the consent by it or them to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary or of any substantial part of its or their property, or the making by it or them of an assignment for the benefit of creditors, or the admission by it or them in writing of its or their inability to pay its or their debts generally as they

30

become due, or the taking of corporate action by the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in furtherance of any such action; or

(9) any other Event of Default provided with respect to Securities of that series.

#### SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 501(7) or 501(8)) with respect to Securities of any series at the time Outstanding shall occur and be continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal amount of all the Securities of that series (or, if any Securities of that series are Original Issue Discount Securities, or if the principal amount thereof is not then determinable, such portion of the principal amount of such Securities, or such other amount in lieu of such principal amount, as may be specified by the terms thereof) to be due and payable immediately, by a notice in writing to the Company (and to the

Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable. If an Event of Default specified in Section 501(7) or 501 (8) with respect to Securities of any series at the time Outstanding shall occur, the principal amount of all the Securities of that series (or, if any Securities of that series are Original Issue Discount Securities, or if the principal amount thereof is not then determinable, such portion of the principal amount of such Securities, or such other amount in lieu of such principal amount, as may be specified by the terms thereof) shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable.

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

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

(A) all overdue interest on all Securities of that series,

(B) the principal of (and premium, if any, on) any Securities of that series which have become due otherwise than by such declaration of acceleration and any interest thereon at the rate or rates prescribed therefor in such Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate or rates prescribed therefor in such Securities, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel;

and

(2) all Events of Default with respect to Securities of that series, other than the non-payment of the principal (or other specified amount) of Securities of that series which has become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513.

31

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

#### SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

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

(2) default is made in the payment of the principal of (or premium, if any, on) any Security at the 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 any premium and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal and premium and on any overdue interest, at the rate or rates prescribed therefor in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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

#### SECTION 504. Trustee May File Proofs of Claim.

In case of any judicial proceeding relative to the Company, or any

other obligor upon the Securities, or the property or creditors of the Company, or any other obligor upon the Securities, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized 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 other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607.

No provision of this Indenture 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; provided, however, that the Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and be a member of a creditors' or other similar committee.

32

#### SECTION 505. 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 as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the 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 506. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or any premium 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 under Section 607; and

SECOND: To the payment of the amounts then due and unpaid for principal of and any premium and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind, according to the amounts due and payable on such Securities for principal and any premium and interest, respectively.

#### SECTION 507. Limitation on Suits.

No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

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

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

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

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

(5) no direction inconsistent with such written request has been

given to the Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of that series;

33

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

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of and any premium and (subject to Section 307) interest on such Security on the respective Stated Maturities expressed in such Security (or, in the case of redemption or offer by the Company to purchase the Securities pursuant to the terms of this Indenture, on the Redemption Date or purchase date, as applicable), or, if applicable, to convert such Security as provided in Article Seventeen, and to institute suit for the enforcement of any such payment or for the enforcement of any such right to convert, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any 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, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall 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 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission Not Waiver.

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

34

SECTION 512. Control by Holders.

The Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such series, provided that

(1) such direction shall not be in conflict with any rule of law or with this Indenture, and

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

SECTION 513. Waiver of Past Defaults.

The Holders of not less than a majority in principal amount of the Outstanding Securities of any series may on behalf of the Holders of all the Securities of such series waive any past default hereunder with respect to such series and its consequences, except a default

(1) in the payment of the principal of or any premium or interest on any Security of such series (including any Security which is required to have been purchased by the Company pursuant to an offer to purchase by the Company made pursuant to the terms of this Indenture), or

(2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

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

#### SECTION 514. Undertaking for Costs.

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, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; provided that neither this Section nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company.

#### SECTION 515. Waiver of Usury, Stay or Extension Laws.

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

35

### ARTICLE SIX

#### THE TRUSTEE

#### SECTION 601. Certain Duties and Responsibilities.

The duties and responsibilities of the Trustee shall be as provided by the Trust Indenture Act. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

#### SECTION 602. Notice of Defaults.

If a default occurs hereunder with respect to Securities of any series, the Trustee shall give the Holders of Securities of such series notice of such default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any default of the character specified in Section 501(4) with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of such series.

#### SECTION 603. Certain Rights of Trustee.

Subject to the provisions of Section 601:

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, 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;

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

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

(4) the Trustee may consult with counsel and the written 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;

36

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

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

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

(8) the Trustee is not required to take notice or deemed to have notice of any default or Event of Default hereunder, except Events of Default under Section 501, subsections (1), (2) and (3), unless a Responsible Officer of the Trustee has actual knowledge thereof or has received notice in writing of such default or Event of Default from the Company or the Holders of at least 25% in aggregate principal amount of the Outstanding Securities, and in the absence of any such notice, the Trustee may conclusively assume that no such default or Event of Default exists;

(9) the Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture;

(10) in the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders of Securities, each representing less than a majority in aggregate principal amount of the Securities Outstanding, pursuant to the provisions of this Indenture, the Trustee, in its sole discretion, may determine what action, if any, shall be taken;

(11) the Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the defeasance or discharge of this Indenture and final payment of the Securities;

(12) the permissive right of the Trustee to take the actions permitted by this Indenture shall not be construed as an obligation or duty to do so; and

(13) except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in

any offering memorandum or other disclosure material distributed with respect to the Securities, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Securities.

37

SECTION 604. Not Responsible for Recitals or Issuance of Securities.

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 neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Company of Securities or the proceeds thereof.

SECTION 605. May Hold Securities.

The Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

SECTION 606. Money Held in Trust.

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

SECTION 607. Compensation and Reimbursement.

The Company agrees

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

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence or bad faith; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default specified in paragraph (7) or (8) of Section 501 of this Indenture, such expenses and the compensation for such services are intended to constitute expenses of administration under any Insolvency or Liquidation Proceeding. For the purposes of this paragraph, "Insolvency or Liquidation Proceeding" means, with respect to any Person, (a) an insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or similar case or

38

proceeding in connection therewith, relative to such Person or its creditors, as such, or its assets, or (b) any liquidation, dissolution or other winding-up proceeding of such Person, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy or (c) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of such Person.

SECTION 608. Conflicting Interests.

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such



interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. To the extent permitted by such Act, the Trustee shall not be deemed to have a conflicting interest by virtue of being a trustee under this Indenture with respect to Securities of more than one series.

#### SECTION 609. Corporate Trustee Required; Eligibility.

There shall at all times be one (and only one) Trustee hereunder with respect to the Securities of each series, which may be Trustee hereunder for Securities of one or more other series. Each Trustee shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such, and has a combined capital and surplus of at least \$50,000,000. If any such Person publishes reports of condition at least annually, pursuant to law or to the requirements of its supervising or examining authority, then for the purposes of this Section and to the extent permitted by the Trust Indenture Act, the combined capital and surplus of such Person 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 with respect to the Securities of any series shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

#### SECTION 610. Resignation and Removal; Appointment of Successor.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

The Trustee may resign at any time with respect to the Securities of one or more series by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

The Trustee may be removed at any time with respect to the Securities of any series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to the Trustee and to the Company.

If at any time:

(1) the Trustee shall fail to comply with Section 608 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

39

(2) the Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Company or by any such Holder, 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 such case, (A) the Company by a Board Resolution may remove the Trustee with respect to all Securities, or (B) subject to Section 514, any Holder 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 with respect to all Securities and the appointment of a successor Trustee or Trustees.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Securities of one or more series, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and shall comply with the applicable requirements of Section 611. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 611, become the successor Trustee

with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 611, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series to all Holders of Securities of such series in the manner provided in Section 106. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

#### SECTION 611. Acceptance of Appointment by Successor.

In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company, and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers

40

and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

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

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

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

#### SECTION 612. 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 the corporate trust business of the

Trustee, shall be the successor of the Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. As soon as practicable, the successor Trustee shall mail a notice of its succession to the Company and the Holders of the Securities then Outstanding. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

41

#### SECTION 613. Preferential Collection of Claims Against Company.

If and when the Trustee shall be or become a creditor of the Company, or any other obligor upon the Securities, the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Company, or any such other obligor.

#### SECTION 614. Appointment of Authenticating Agent.

The Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon original issue and upon exchange, registration of transfer, conversion or partial redemption thereof or pursuant to Section 306, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and shall at all times be a Person organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$50,000,000 and subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

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

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment in the manner provided in Section 106 to all Holders of Securities of the series with respect to which such Authenticating Agent will serve. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

42

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 607.

If an appointment with respect to one or more series is made pursuant

to this Section, the Securities of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

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

-----,  
As Trustee

Date of authentication: ----- By -----  
As Authenticating Agent

By -----  
Authorized Signatory

#### ARTICLE SEVEN

##### HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

###### SECTION 701. Company to Furnish Trustee Names and Addresses of Holders.

The Company will furnish or cause to be furnished to the Trustee

(1) semi-annually, not later than March 1 and September 1 in each year, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Securities of each series as of the preceding February 15 or August 15, as the case may be, and

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

excluding from any such list names and addresses received by the Trustee in its capacity as Security Registrar.

###### SECTION 702. Preservation of Information; Communications to Holders.

The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 701 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished.

#### 43

The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Securities, and the corresponding rights and privileges of the Trustee, shall be as provided by the Trust Indenture Act.

Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company, nor the Trustee nor any agent of any of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to the Trust Indenture Act.

###### SECTION 703. Reports by Trustee.

The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto.

A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any Securities are listed, with the Commission and with the Company. The Company will notify the Trustee when any Securities are listed on any stock exchange.

###### SECTION 704. Reports by Company .

The Company shall file with the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such

summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to such Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Section 13 or 15(d) of the Exchange Act shall be filed with the Trustee within 15 days after the same is so required to be filed with the Commission.

#### ARTICLE EIGHT

##### CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

###### SECTION 801. Company May Consolidate, Etc., Only on Certain Terms.

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

(1) in a transaction in which the Company does not survive or in which the Company transfers, conveys, sells, leases or otherwise disposes of all or substantially all of its assets, the successor entity (for purposes of this Article Eight, a "Successor Company") shall be a corporation, partnership, trust or other entity organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia, and shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on all the Securities and

44

the performance or observance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result of such transaction as having been incurred by the Company or such Subsidiary at the time of such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing;

(3) any other conditions provided pursuant to Section 301 with respect to the Securities of a series are satisfied; and

(4) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

###### SECTION 802. [intentionally omitted]

###### SECTION 803. Successor Substituted.

Upon any consolidation of the Company with, or merger of the Company into, any other Person or any transfer, conveyance, sale, lease or other disposition of all or substantially all of the assets of the Company in accordance with Section 801, the Successor Company 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 NINE

##### SUPPLEMENTAL INDENTURES

###### SECTION 901. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company

and the assumption by any such successor of the covenants of the Company herein and in the Securities; or

(2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating

45

that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company; or

(3) to add any additional Events of Default for the benefit of the Holders of all or any series of Securities (and if such additional Events of Default are to be for the benefit of less than all series of Securities, stating that such additional Events of Default are expressly being included solely for the benefit of such series); or

(4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Securities in uncertificated form; or

(5) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Securities, provided that any such addition, change or elimination (A) shall neither (i) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the Holder of any such Security with respect to such provision or (B) shall become effective only when there is no such Security Outstanding; or

(6) to secure the Securities; or

(7) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or

(8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611; or

(9) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture, provided that such action pursuant to this Clause (9) shall not adversely affect the interests of the Holders of Securities of any series in any material respect; or

(10) [intentionally omitted]; or

(11) to provide for adjustment of conversion rights pursuant to Section 1705 hereof.

#### SECTION 902. Supplemental Indentures With Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by such supplemental indenture, by Act of said Holders delivered to the Company, and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; provided, however, that

46

no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby,

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security or any other Security which would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502, or change any Place of Payment where, or the coin

or currency in which, any Security or any premium or interest thereon is payable, or impair the right to institute suit for the enforcement of (a) any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date or in the case of an offer to purchase Securities which has been made pursuant to a covenant contained in this Indenture, on or after the applicable purchase date) or (b) any conversion right with respect to any Security, or modify the provisions of this Indenture with respect to the conversion of the Securities, in either case in a manner adverse to the Holders; or

(2) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture; or

(3) modify any of the provisions of this Section, Section 502, Section 513 or Section 1009, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section and Section 1009, or the deletion of this proviso, in accordance with the requirements of Sections 611 and 901(8); or

(4) following the making of an offer to purchase Securities which has been made pursuant to a covenant contained in this Indenture, modify the provisions of this Indenture with respect to such offer to purchase in a manner adverse to such Holder.

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

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

#### SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Officer's Certificate and Opinion of Counsel stating that the execution of such supplemental indenture is authorized

47

or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

#### SECTION 904. Effect of Supplemental Indentures.

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

#### SECTION 905. Conformity with Trust Indenture Act.

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

#### SECTION 906. Reference in Securities to Supplemental Indentures.

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

authenticated and delivered by the Trustee in exchange for Outstanding Securities of such series.

## ARTICLE TEN

### COVENANTS

#### SECTION 1001. Payment of Principal, Premium and Interest.

The Company covenants and agrees for the benefit of each series of Securities that it will duly and punctually pay the principal of and any premium and interest on the Securities of that series in accordance with the terms of the Securities and this Indenture. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company, holds as of 11:00 a.m. New York time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

#### SECTION 1002. Maintenance of Office or Agency.

The Company will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment or, if applicable, for conversion, where Securities of that series may be surrendered for registration of transfer or exchange and

48

where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust 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 also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities of any series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

#### SECTION 1003. Money for Securities Payments to Be Held in Trust.

If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of or any premium or interest on any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and any premium and interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any series of Securities, it will, prior to each due date of the principal of or any premium or interest on any Securities of that series, deposit with a Paying Agent a sum sufficient to pay such amount, such sum to be held as provided by the Trust Indenture Act, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will (1) comply with the provisions of the Trust Indenture Act applicable to it as a Paying Agent and (2) during the continuance of any default by the Company, or any other obligor upon the Securities of that series in the making of any payment in respect of the Securities of that series, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such Paying Agent for payment in respect of the Securities of that series.

The Company may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in



trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Any 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 any premium or interest on any Security of any series and remaining unclaimed for two years after such principal, premium or interest has become due and payable

49

shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such 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, 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 be repaid to the Company.

#### SECTION 1004. Statement by Officers as to Default.

(a) The Company will deliver to the Trustee, within 90 days after the end of each fiscal year of the Company ending after the date hereof, an Officer's Certificate, stating whether or not to the best knowledge of the signers thereof the Company, is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

(b) The Company shall deliver to the Trustee, as soon as possible and in any event within five days after the Company becomes aware of the occurrence of an Event of Default or an event which, with notice or the lapse of time or both, would constitute an Event of Default, an Officer's Certificate setting forth the details of such Event of Default or default, and the action which the Company proposes to take with respect thereto.

#### SECTION 1005. Existence.

Subject to Article Eight, the Company will do or cause to be done all things necessary to preserve and keep in full force and effect the existence, rights (charter and statutory) and franchises of the Company; provided, however, that the Company shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders.

#### SECTION 1006. Maintenance of Properties.

The Company will cause all properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent the Company from discontinuing the operation or maintenance of any of such properties if such discontinuance is, in the judgment of the Company, desirable in the conduct of its business or the business of any Subsidiary and not disadvantageous in any material respect to the Holders.

50

#### SECTION 1007. Payment of Taxes and Other Claims.

The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon the Company or any Subsidiary or upon the income, profits or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by

law become a lien upon the property of the Company or any Subsidiary; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

#### SECTION 1008. Maintenance of Insurance.

The Company shall, and shall cause its Subsidiaries to, keep at all times all of their properties which are of an insurable nature insured against loss or damage with insurers believed by the Company to be responsible to the extent that property of similar character is usually so insured by corporations similarly situated and owning like properties in accordance with good business practice.

#### SECTION 1009. Waiver of Certain Covenants.

Except as otherwise specified as contemplated by Section 301 or Section 902 for Securities of such series, the Company may, with respect to the Securities of any series, omit in any particular instance to comply with any term, provision or condition set forth in any covenant provided pursuant to Section 301(22), 901(2) or 901(7) for the benefit of the Holders of such series if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of such series shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

### ARTICLE ELEVEN

#### REDEMPTION OF SECURITIES

#### SECTION 1101. Applicability of Article.

Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for such Securities) in accordance with this Article.

#### SECTION 1102. Election to Redeem; Notice to Trustee.

The election of the Company to redeem any Securities shall be evidenced by a Board Resolution or in another manner specified as contemplated by Section 301 for such Securities. In case of any

#### 51

redemption at the election of the Company of less than all the Securities of any series (including any such redemption affecting only a single Security), the Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of Securities of such series to be redeemed and, if applicable, of the tenor of the Securities to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officer's Certificate evidencing compliance with such restriction.

#### SECTION 1103. Selection by Trustee of Securities to Be Redeemed.

If less than all the Securities of any series are to be redeemed (unless all the Securities of such series and of a specified tenor are to be redeemed or unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Security of such series, provided that the unredeemed portion of the principal amount of any Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security. If less than all the Securities of such series and of a specified tenor are to be redeemed (unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee,

from the Outstanding Securities of such series and specified tenor not previously called for redemption in accordance with the preceding sentence.

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

The provisions of the two preceding paragraphs shall not apply with respect to any redemption affecting only a single Security, whether such Security is to be redeemed in whole or in part. In the case of any such redemption in part, the unredeemed portion of the principal amount of the Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed. If any Security selected for partial redemption is surrendered for conversion after such selection, the converted portion of such Security shall be deemed (so far as may be) to be the portion selected for redemption. Upon any redemption of less than all the Securities of a series, for purposes of selection for redemption the Company and the Trustee may treat as Outstanding Securities surrendered for conversion during the period of 15 days next preceding the mailing of a notice of redemption, and need not treat as Outstanding any Security authenticated and delivered during such period in exchange for the unconverted portion of any Security converted in part during such period.

52

#### SECTION 1104. Notice of Redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed, at his address appearing in the Security Register.

All notices of redemption shall state:

- (1) the Redemption Date,
- (2) the Redemption Price,
- (3) if less than all the Outstanding Securities of any series consisting of more than a single Security are to be redeemed, the identification (and, in the case of partial redemption of any such Securities, the principal amounts) of the particular Securities to be redeemed and, if less than all the Outstanding Securities of any series consisting of a single Security are to be redeemed, the principal amount of the particular Security to be redeemed,
- (4) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date (unless the Company shall default on such payment),
- (5) the place or places where each such Security is to be surrendered for payment of the Redemption Price,
- (6) that the redemption is for a sinking fund, if such is the case, and
- (7) if applicable, the Conversion Price then in effect and the date on which the right to convert the Securities or portions thereof to be redeemed will expire (unless the Company shall default on such payment).

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company and shall be irrevocable.

#### SECTION 1105. Deposit of Redemption Price.

On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities which are to be redeemed on that date. If any Security called for redemption is converted pursuant hereto, any money deposited with the Trustee or any Paying

Agent or so segregated and held in trust for the redemption of such Security shall be paid to the Company upon delivery of a Company Request to the Trustee or such Paying Agent, or, if then held by the Company, shall be discharged from such trust.

SECTION 1106. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued

53

interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; provided, however, that, unless otherwise specified as contemplated by Section 301, installments of interest whose Stated Maturity is on or prior to the Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

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

SECTION 1107. Securities Redeemed in Part.

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

ARTICLE TWELVE

[intentionally omitted]

ARTICLE THIRTEEN

[intentionally omitted]

ARTICLE FOURTEEN

[intentionally omitted]

ARTICLE FIFTEEN

DEFEASANCE AND COVENANT DEFEASANCE

SECTION 1501. Company's Option to Effect Defeasance or Covenant Defeasance.

The Company may elect, at its option at any time, to have Section 1502 or Section 1503 applied to any Securities or any series of Securities, as the case may be, designated pursuant to Section 301 as being defeasible pursuant to such Section 1502 or 1503, in accordance with any applicable requirements

54

provided pursuant to Section 301 and upon compliance with the conditions set forth below in this Article. Any such election shall be evidenced in or pursuant to a Board Resolution or in another manner specified as contemplated by Section 301 for such Securities.

SECTION 1502. Defeasance and Discharge.

Upon the Company's exercise of its option (if any) to have this Section

applied to any Securities or any series of Securities, as the case may be, the Company shall be deemed to have been discharged from its obligations with respect to such Securities as provided in this Section on and after the date the conditions set forth in Section 1504 are satisfied (hereinafter called "Defeasance"). For this purpose, such Defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by such Securities and to have satisfied all its other obligations under such Securities and this Indenture insofar as such Securities are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), subject to the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of such Securities to receive, solely from the trust fund described in Section 1504 and as more fully set forth in such Section, payments in respect of the principal of and any premium and interest on such Securities when payments are due, or to convert such Securities in accordance with the provisions of Article Seventeen, (2) the Company's obligations with respect to such Securities under Sections 304, 305, 306, 1002 and 1003 and, if applicable, Article Seventeen, (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder, and (4) this Article. Subject to compliance with this Article, the Company may exercise its option (if any) to have this Section applied to any Securities notwithstanding the prior exercise of its option (if any) to have Section 1503 applied to such Securities.

#### SECTION 1503. Covenant Defeasance.

Upon the Company's exercise of its option (if any) to have this Section applied to any Securities or any series of Securities, as the case may be, (1) the Company shall be released from its obligations under Section 801(3), Sections 1006 through 1008, inclusive, and any covenants provided pursuant to Section 301(22), 901(2), or 901(7) for the benefit of the Holders of such Securities, and (2) the occurrence of any event specified in Sections 501(4) (with respect to any of Section 801(3), Sections 1006 through 1008, inclusive, and any such covenants provided pursuant to Section 301(22), 901(2), or 901(7)), and 501(9) shall be deemed not to be or result in an Event of Default, in each case with respect to such Securities as provided in this Section on and after the date the conditions set forth in Section 1504 are satisfied (hereinafter called "Covenant Defeasance"). For this purpose, such Covenant Defeasance means that, with respect to such Securities, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such specified Section (to the extent so specified in the case of Section 501(4)), whether directly or indirectly by reason of any reference elsewhere herein to any such Section or by reason of any reference in any such Section to any other provision herein or in any other document, but the remainder of this Indenture and such Securities shall be unaffected thereby.

#### SECTION 1504. Conditions to Defeasance or Covenant Defeasance.

The following shall be the conditions to the application of Section 1502 or Section 1503 to any Securities or any series of Securities, as the case may be:

55

(1) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee which satisfies the requirements contemplated by Section 609 and agrees to comply with the provisions of this Article applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefits of the Holders of such Securities, (A) money in an amount, or (B) U.S. Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (C) a combination thereof, in each case sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or any such other qualifying trustee) to pay and discharge, the principal of and any premium and interest on such Securities on the respective Stated Maturities, in accordance with the terms of this Indenture and such Securities. As used herein, "U.S. Government Obligation" means (x) any security which is (i) a direct obligation of the United States of America for the payment of which the full faith and credit of the United States of America is pledged or (ii) an obligation of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case (i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) any depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any U.S. Government Obligation which is specified in Clause (x) above and held by such bank for the account of the holder of such depository receipt, or with respect to any

specific payment of principal of or interest on any U.S. Government Obligation which is so specified and held, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depositary receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of principal or interest evidenced by such depositary receipt.

(2) In the event of an election to have Section 1502 apply to any Securities or any series of Securities, as the case may be, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (A) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling or (B) since the date of this instrument, there has been a change in the applicable Federal income tax law, in either case (A) or (B) to the effect that, and based thereon such opinion shall confirm that, the Holders of such Securities will not recognize gain or loss for Federal income tax purposes as a result of the deposit, Defeasance and discharge to be effected with respect to such Securities and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, Defeasance and discharge were not to occur.

(3) In the event of an election to have Section 1503 apply to any Securities or any series of Securities, as the case may be, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Securities will not recognize gain or loss for Federal income tax purposes as a result of the deposit and Covenant Defeasance to be effected with respect to such Securities and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and Covenant Defeasance were not to occur.

(4) The Company shall have delivered to the Trustee an Officer's Certificate to the effect that neither such Securities nor any other Securities of the same series, if then listed on any securities exchange, will be delisted as a result of such deposit.

56

(5) No event which is, or after notice or lapse of time or both would become, an Event of Default with respect to such Securities or any other Securities shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 501(7) and (8), at any time on or prior to the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 91st day).

(6) Such Defeasance or Covenant Defeasance shall not cause the Trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all Securities are in default within the meaning of such Act).

(7) Such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company is a party or by which it is bound.

(8) [intentionally omitted].

(9) The Company shall have delivered to the Trustee an Opinion of Counsel to the effect that such deposit shall not cause either the Trustee or the trust so created to be subject to the Investment Company Act of 1940.

(10) The Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent with respect to such Defeasance or Covenant Defeasance have been complied with.

#### SECTION 1505. Deposited Money and U.S. Government Obligations to Be Held in Trust; Miscellaneous Provisions.

Subject to the provisions of the last paragraph of Section 1003, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee or other qualifying trustee (solely for purposes of this Section and Section 1506, the Trustee and any such other trustee are referred to collectively as the "Trustee") pursuant to Section 1504 in respect of any Securities shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any such Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities, of all sums due and to become due thereon in respect of principal and any premium and interest, but money so held in trust need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 1504 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Securities.

Anything in this Article to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon Company Request any money or U.S. Government Obligations held by it as provided in Section 1504 with respect to any Securities which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect the Defeasance or Covenant Defeasance, as the case may be, with respect to such Securities.

57

#### SECTION 1506. Reinstatement.

If the Trustee or the Paying Agent is unable to apply any money in accordance with this Article with respect to any Securities by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations under this Indenture and such Securities from which the Company has been discharged or released pursuant to Section 1502 or 1503 shall be revived and reinstated as though no deposit had occurred pursuant to this Article with respect to such Securities, until such time as the Trustee or Paying Agent is permitted to apply all money held in trust pursuant to Section 1505 with respect to such Securities in accordance with this Article; provided, however, that if the Company makes any payment of principal of or any premium or interest on any such Security following such reinstatement of its obligations, the Company shall be subrogated to the rights (if any) of the Holders of such Securities to receive such payment from the money so held in trust.

### ARTICLE SIXTEEN

#### SINKING FUNDS

#### SECTION 1601. Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of any series except as otherwise specified as contemplated by Section 301 for such Securities.

The minimum amount of any sinking fund payment provided for by the terms of any Securities is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such minimum amount provided for by the terms of such Securities is herein referred to as an "optional sinking fund payment". If provided for by the terms of any Securities, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 1602. Each sinking fund payment shall be applied to the redemption of Securities as provided for by the terms of such Securities.

#### SECTION 1602. Satisfaction of Sinking Fund Payments with Securities.

The Company (1) may deliver Outstanding Securities of a series (other than any previously called for redemption) and (2) may apply as a credit Securities of a series which have been (x) converted pursuant to Article Seventeen or (y) redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to any Securities of such series required to be made pursuant to the terms of such Securities as and to the extent provided for by the terms of such Securities, provided that the Securities to be so credited have not been previously so credited. The Securities to be so credited shall be received and credited for such purpose by the Trustee at the Redemption Price, as specified in the Securities so to be redeemed, for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

58

#### SECTION 1603. Redemption of Securities for Sinking Fund.

Not less than 35 days prior to each sinking fund payment date for any Securities, the Company will deliver to the Trustee an Officer's Certificate specifying the amount of the next ensuing sinking fund payment for such

Securities pursuant to the terms of such Securities, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities pursuant to Section 1602 and will also deliver to the Trustee any Securities to be so delivered. Not less than 32 days prior to each such sinking fund payment date, the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

## ARTICLE SEVENTEEN

### CONVERSION OF SECURITIES

#### SECTION 1701. Applicability of Article.

The provisions of this Article shall be applicable to the Securities of any series which are convertible into Common Stock or, if so provided in a Board Resolution, Officer's Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, cash in lieu thereof, as and to the extent provided by the terms of the Securities of such series.

#### SECTION 1702. Exercise of Conversion Privilege.

In order to exercise the conversion privilege, the Holder of any Security to be converted shall surrender such Security to the Conversion Agent at any time during usual business hours at its office or agency maintained for the purpose as provided in this Indenture, accompanied by a fully executed written notice, in substantially the form set forth on the reverse of or attached to the Security, that the Holder elects to convert such Security or a stated portion thereof constituting a multiple of \$1,000 in principal amount at Maturity, and, if such Security is surrendered for conversion during the period between the close of business on any Regular Record Date for such Security and the opening of business on the related Interest Payment Date and has not been called for redemption on a Redemption Date within such period, accompanied also by payment to the Company of an amount equal to the interest payable on such Interest Payment Date on the portion of the principal amount of the Security being surrendered for conversion, notwithstanding such conversion. The Holder of any Security at the close of business of a record date for such Security shall be entitled to receive the interest payable on such Security on the corresponding Interest Payment Date notwithstanding the conversion thereof after such record date. The interest payment with respect to a Security called for redemption on a date during the period from the close of business on or after any record date for such Security to the close of business on the Business Day following the corresponding Interest Payment Date shall be payable on the corresponding Interest Payment Date to the Holder at the close of business of that record date (notwithstanding the conversion of such Security before the corresponding Interest Payment Date), and a Holder who elects to convert need not include funds equal to the interest paid. Such notice shall also state the name or names (and address) in which the certificate or certificates for shares of Common Stock shall be issued (or to whom payment in cash in lieu of Common Stock shall be made). Securities surrendered for conversion shall (if so required by the Company or the Conversion Agent) be duly endorsed by, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and the Conversion Agent duly

59

executed by, the Holder or his attorney duly authorized in writing. As promptly as practicable after the receipt of such notice and the surrender of such Security as aforesaid, the Company shall, subject to the provisions of Section 1707, issue and deliver at such office or agency to such Holder, or on his written order, a certificate or certificates for the number of full shares of Common Stock issuable on conversion of such Security in accordance with the provisions of such Security and cash, as provided in Section 1703, in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion or, if so provided in a Board Resolution, Officer's Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, cash in lieu of shares of Common Stock. Such conversion shall be at the Conversion Price in effect, and shall be deemed to have been effected, immediately prior to the close of business on the date (herein called the "Date of Conversion") on which such notice in proper form shall have been received by the Conversion Agent and such Security shall have been surrendered as aforesaid, and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable, if any, upon such conversion shall be deemed to



have become on the Date of Conversion the holder or holders of record of the shares represented thereby; provided, however, that any such surrender on any date when the stock transfer books of the Company shall be closed shall constitute the Person or Persons in whose name or names the certificate or certificates for such shares are to be issued, if any, as the record holder or holders thereof for all purposes at the opening of business on the next succeeding day on which such stock transfer books are open but such conversion shall nevertheless be at the Conversion Price in effect at the close of business on the date when such Security shall have been so surrendered with the conversion notice in proper form. In the case of conversion of a portion, but less than all, of a Security, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Company, a Security or Securities in the aggregate principal amount of the unconverted portion of the Security surrendered. Except as otherwise expressly provided in this Indenture, no payment or adjustment shall be made for interest accrued on any Security (or portion thereof) converted or for dividends or distributions on any Common Stock issued upon conversion of any Security. The right, if any, of a Holder of any Security to cause the Company to redeem, purchase or repay such Security shall terminate upon receipt by the Company of any notice of conversion of such Security.

#### SECTION 1703. Fractional Interests.

No fractions of shares or scrip representing fractions of shares shall be issued upon conversion of Securities. If more than one Security shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Securities so surrendered. If any fraction of a share of Common Stock would, except for the provisions of this Section 1703, be issuable on the conversion of any Security or Securities, the Company shall make payment in lieu thereof in cash equal to the value of such fraction computed on the basis of the Last Sale Price of one share of Common Stock on the most recent Trading Day prior to the Date of Conversion. "Last Sale Price" on any Trading Day shall mean (i) the closing price regular way (or, if no closing price is reported the average of the bid and asked prices) as reported on the New York Stock Exchange Composite Tape, or (ii) if on such Trading Day the Common Stock is not listed or admitted to trading on such exchange, the closing price regular way (or, if no closing price is reported the average of the bid and asked prices) on the principal national securities exchange on which the Common Stock is listed or admitted to trading, or (iii) if not listed or admitted to trading on any national securities exchange on such Trading Day, then the average of the closing bid and asked prices as reported through the National Association of Securities Dealers, Inc. on its NASDAQ National Market or other NASDAQ market or through a similar organization if NASDAQ is no longer reporting information, or (iv) if the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on such National Market or other NASDAQ market on such Trading Day, then the average of the

60

closing bid and asked prices in the over-the-counter market as furnished by any New York Stock Exchange member firm selected from time to time by the Company for that purpose or (v) if not quoted by any such organization on such Trading Day, the fair value of such Common Stock on such Trading Day, as determined in good faith by the Board of Directors. The term "Trading Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on any of the above mentioned exchanges or in such markets.

#### SECTION 1704. Adjustment of Conversion Price.

The conversion price or rate (herein called the "Conversion Price") for a series of Securities shall be as set forth in a Board Resolution, Officers' Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, and, except as otherwise provided therein, shall be subject to adjustment from time to time as follows:

(a) In case the Company shall (1) make or pay a dividend (or other distribution) in shares of Common Stock on any class of Capital Stock of the Company, (2) subdivide its outstanding shares of Common Stock into a greater number of shares, (3) combine its outstanding shares of Common Stock into a smaller number of shares or (4) issue by reclassification of its Common Stock any shares of capital stock of the Company, the Conversion Price in effect immediately prior to such action shall be adjusted so that the Holder of any Security thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other capital stock of the Company which he would have owned immediately following such action had such Security been converted immediately prior thereto. An adjustment made pursuant to this subsection (a) shall become effective immediately, except as provided in subsection (h) below, after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. If as a result of an

adjustment made pursuant to this subsection (a), the Holder of any Security thereafter surrendered for conversion shall become entitled to receive shares of two or more classes of Capital Stock (including shares of Common Stock) of the Company, the Board of Directors (whose determination shall, if made in good faith, be conclusive and shall be described in a statement filed with the Trustee) shall determine the allocation of the adjusted Conversion Price between or among shares of such classes of Capital Stock.

(b) In case the Company shall issue rights, options or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the current market price per share (as determined pursuant to subsection (f) below) of the Common Stock on the record date mentioned below, the Conversion Price shall be adjusted to a price, computed to the nearest cent, so that the same shall equal the price determined by multiplying:

(1) the Conversion Price in effect immediately prior to the date of issuance of such rights, options or warrants by a fraction, of which

(2) the numerator shall be (A) the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding on the date of issuance of such rights, options or warrants, immediately prior to such issuance, plus (B) the number of shares which the aggregate offering price of the total number of shares so offered for subscription or purchase would purchase at such current market price (determined by multiplying such total number of shares by the exercise price of such rights, options or warrants and dividing the product so obtained by such current market price), and of which

61

(3) the denominator shall be (A) the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding on the date of issuance of such rights, options or warrants, immediately prior to such issuance, plus (B) the number of additional shares of Common Stock which are so offered for subscription or purchase.

Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of holders entitled to receive such rights, options or warrants; provided, however, that if any such rights, options or warrants issued by the Company as described in this subsection (b) are only exercisable upon the occurrence of certain triggering events relating to control and provided for in shareholders' rights plans, then the Conversion Price shall not be adjusted as provided in this subsection (b) until such triggering events shall occur; and provided further that if any such rights, options or warrants expire unexercised, the Conversion Price shall be readjusted to take into account only the number of such rights, options or warrants actually exercised.

(c) In case the Company or any of its Subsidiaries shall distribute to all holders of Common Stock evidences of indebtedness, shares of Capital Stock other than Common Stock, cash or other assets (including securities, but other than (x) regular dividends or distributions paid exclusively in cash or (y) any dividend or distribution for which an adjustment is required to be made in accordance with subsection (a) or (b) above), subsection (a) or (b) above), then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of such distribution by a fraction of which the numerator shall be the current market price per share (determined as provided in subsection (f) below) of the Common Stock on the record date mentioned below less the then fair market value (as determined by the Board of Directors, whose determination shall, if made in good faith, be conclusive evidence of such fair market value) of the portion of the assets so distributed applicable to one share of Common Stock, and of which the denominator shall be such current market price per share of the Common Stock. Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of stockholders entitled to receive such distribution. Notwithstanding the foregoing, in the event that the fair market value of the assets, evidences of indebtedness or other securities so distributed applicable to one share of Common Stock equals or exceeds such current market price per share of Common Stock, or such current market price exceeds such fair market value by less than \$0.10 per share, the Conversion Price shall not be adjusted pursuant to this subsection (c) and, to the extent applicable, the provisions of subsection (k) shall apply to such distribution.

(d) In case the Company or any Subsidiary of the Company shall make any distribution consisting exclusively of cash (excluding any cash portion of distributions for which an adjustment is required to be made in accordance with (c) above, or cash distributed upon a merger or consolidation to which Section 1705 applies) to all holders of Common Stock in an aggregate amount that, combined together with (i) all other such all-cash distributions made within the then preceding 12 months in respect of which no adjustment has been made and (ii) any cash and the fair market value of other consideration paid or payable

in respect of any tender offer by the Company or any of its Subsidiaries for Common Stock concluded within the preceding 12 months in respect of which no adjustment has been made, exceeds 15% of the Company's market capitalization (defined as being the product of the then current market price of the Common Stock (determined as provided in subsection (f) below) times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares then outstanding) on the record date of such distribution, then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of such distribution by a fraction of which the numerator shall be the then current market price per share of the Common Stock on such record date less the amount of the cash so distributed applicable to one share of Common Stock, and of which the denominator shall be

62

such current market price per share of the Common Stock. Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of stockholders entitled to receive such distribution. Notwithstanding the foregoing, in the event that the cash so distributed applicable to one share of Common Stock equals or exceeds such current market price per share of Common Stock, or such current market price exceeds such amount of cash by less than \$0.10 per share, the Conversion Price shall not be adjusted pursuant to this subsection (d), and, to the extent applicable, the provisions of subsection (k) shall apply to such distribution.

(e) In case there shall be completed a tender or exchange offer made by the Company or any Subsidiary of the Company for all or any portion of the Common Stock (any such tender or exchange offer being referred to as an "Offer") that involves an aggregate consideration having a fair market value as of the expiration of such Offer (the "Expiration Time") that, together with (i) any cash and the fair market value of any other consideration payable in respect of any other Offer, as of the expiration of such other Offer, expiring within the 12 months preceding the expiration of such Offer and in respect for which no Conversion Price adjustment pursuant to this subsection (e) has been made and (ii) the aggregate amount of any all-cash distributions referred to in subsection (d) of this Section 1704 to all holders of Common Stock within the 12 months preceding the expiration of such Offer for which no Conversion Price adjustment pursuant to such subsection (d) has been made, exceeds 15% of the product of the then current market price per share (determined as provided in subsection (f) below) of the Common Stock on the Expiration Time times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding (including any tendered shares) on the Expiration Time, the Conversion Price shall be reduced by multiplying such Conversion Price in effect immediately prior to the Expiration Time by a fraction of which the numerator shall be (i) the product of the then current market price per share (determined as provided in subsection (f) below) of the Common Stock on the Expiration Time times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding (including any tendered shares) on the Expiration Time minus (ii) the fair market value of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the Offer) of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted being referred to as the "Purchased Shares") and the denominator shall be the product of (i) such current market price per share on the Expiration Time times (ii) such number of outstanding shares on the Expiration Time less the number of Purchased Shares, such reduction to become effective immediately prior to the opening of business on the day following the Expiration Time.

For purposes of this subsection (e), the fair market value of any consideration with respect to an Offer shall be reasonably determined in good faith by the Board of Directors of the Company and described in a Board Resolution.

(f) For the purpose of any computation under subsections (b), (c), (d) and (e) above, the current market price per share of Common Stock on any date shall be deemed to be the average of the Last Sale Prices of a share of Common Stock for the five consecutive Trading Days selected by the Company commencing not more than 20 Trading Days before, and ending not later than, the earlier of the date in question and the date before the "ex date," with respect to the issuance, distribution or Offer requiring such computation. For purposes of this paragraph, the term "ex date," when used with respect to any issuance, distribution or payments with respect to an Offer, means the first date on which the Common Stock trades regular way on the New York Stock Exchange (or if not listed or admitted to trading thereon, then on the principal national securities exchange on which the Common Stock is listed or admitted to trading) without the right to receive such issuance, distribution or Offer.

63

(g) In addition the foregoing adjustments in subsections (a), (b), (c), (d) and (e) above, the Company will be permitted to make such reductions in the Conversion Price as it considers to be advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights will not be taxable to the holders of the shares of Common Stock.

In the event the Company elects to make such a reduction in the Conversion Price, the Company shall comply with the requirements of Rule 14e-1 of the Exchange Act and any other Federal and state laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Conversion Price; provided, however, that any provisions of this Indenture which conflict with such laws shall be deemed to be superseded by the provisions of such laws.

(h) In any case in which this Section 1704 shall require that an adjustment (including by reason of the second sentence of subsection (a) or (c) above) be made immediately following a record date, the Company may elect to defer the effectiveness of such adjustment (but in no event until a date later than the effective time of the event giving rise to such adjustment), in which case the Company shall, with respect to any Security converted after such record date and before such adjustment shall have become effective, (i) defer paying any cash payment pursuant to Section 1703 or issuing to the Holder of such Security the number of shares of Common Stock and other Capital Stock of the Company (or other assets or securities) issuable upon such conversion in excess of the number of shares of Common Stock and other Capital Stock of the Company issuable thereupon only on the basis of the Conversion Price prior to adjustment and (ii), not later than five Business Days after such adjustment shall have become effective, pay to such Holder the appropriate cash payment pursuant to Section 1703 and issue to such Holder the additional shares of Common Stock and other Capital Stock of the Company (or other assets or securities) issuable on such conversion.

(i) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% of the Conversion Price; provided, however, that any adjustments which by reason of this subsection (i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article Seventeen shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be.

(j) Whenever the Conversion Price is adjusted as herein provided, the Company shall promptly (i) file with the Trustee and each Conversion Agent an Officer's Certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment, and (ii) give or cause to be given a notice of such adjustment to each Holder of Securities in the manner provided in Section 106.

(k) In the event that the Company distributes rights (including rights to distributions referred to by paragraphs (c) and (d) of this Section 1704 to the extent this paragraph (k) applies thereto), options or warrants (other than those referred to in subsection (b) above) pro rata to holders of Common Stock, so long as any such rights or warrants have not expired or been redeemed by the Company, the Company shall make proper provision so that the Holder of any Security surrendered for conversion will be entitled to receive upon such conversion, in addition to the shares of Common Stock issuable upon such conversion (the "Conversion Shares"), a number of rights or warrants to be determined as follows: (i) if such conversion occurs on or prior to the date for the distribution to the holders of rights or warrants of separate certificates evidencing such rights or warrants (the "Distribution Date"), the same number of rights or warrants to which a holder of a number of shares of Common Stock equal to the number of Conversion Shares is entitled at the time of such conversion in accordance with the terms and provisions of and applicable to the rights or warrants, and (ii) if such conversion occurs after such Distribution Date,

64

the same number of rights or warrants to which a holder of the number of shares of Common Stock into which the principal amount of such Security so converted was convertible immediately prior to such Distribution Date would have been entitled on such Distribution Date in accordance with the terms and provisions of and applicable to the rights or warrants.

#### SECTION 1705. Continuation of Conversion Privilege in Case of Merger, Consolidation or Sale of Assets.

If any of the following shall occur, namely: (a) any reclassification or change of outstanding Conversion Shares (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), (b) any consolidation or merger of the Company with or into any other Person, or the merger of any other Person with or into the Company (other than a merger which does not result in any reclassification, change, conversion, exchange or cancellation of outstanding shares of Common Stock) or (c) any transfer, conveyance, sale, lease or other

disposition of all or substantially all of the assets of the Company, then the Company, or such successor or purchasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation, merger or disposition, execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right to convert such Security only into the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, change, consolidation, merger or disposition by a holder of the number of shares of Common Stock issuable upon conversion of such Security immediately prior to such reclassification, change, consolidation, merger or disposition assuming such holder of Common Stock of the Company failed to exercise his rights of an election, if any, as to the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition (provided that if the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition is not the same for each share of Common Stock of the Company held immediately prior to such reclassification, change, consolidation, merger or disposition in respect of which such rights of election shall not have been exercised ("non-electing share"), then for the purpose of this Section 1705 the kind and amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). 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 Seventeen. If, in the case of any such consolidation, merger or disposition, the stock or other securities and property (including cash) receivable thereupon or in connection therewith by a holder of shares of Common Stock includes shares of stock or other securities and property (including cash) of a Person other than the successor or purchasing Person, as the case may be, in such consolidation, merger or disposition, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors shall reasonably consider necessary by reason of the foregoing. The provisions of this Section 1705 shall similarly apply to successive consolidations, mergers or dispositions.

Notice of the execution of each such supplemental indenture shall be given to each Holder of Securities in the manner provided in Section 106.

Neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any such supplemental indenture relating either to the kind or amount of shares of stock or other securities or property (including cash) receivable by Holders of Securities upon the conversion of their Securities after any such reclassification, change, consolidation, merger or disposition or to any adjustment to be made with respect thereto, but, subject to the provisions of Sections 601 and 603, may accept as conclusive evidence of the correctness of any such provision, and

65

shall be protected in relying upon, the Officer's Certificate (which the Company shall be obligated to file with the Trustee prior the execution of any such supplemental indenture) with respect thereto.

#### SECTION 1706. Notice of Certain Events.

If:

(a) the Company shall declare a dividend (or any other distribution) payable to the holders of Common Stock otherwise than in cash; or

(b) the Company shall authorize the granting to all holders of Common Stock of rights, options or warrants to subscribe for or purchase any shares of stock of any class or of any other rights; or

(c) the Company shall authorize any reclassification or change of the Common Stock (other than a subdivision or combination of its outstanding shares of Common Stock), or any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required under the laws of the state of incorporation of the Company, or the transfer, conveyance, sale, lease or other disposition of all or substantially all of the assets of the Company; or

(d) there shall be authorized or ordered any voluntary or involuntary dissolution, liquidation or winding-up of the Company; or

(e) the Company or any of its Subsidiaries shall complete an Offer;

then, the Company shall cause to be filed at the office or agency maintained for the purpose of conversion of the Securities as provided in Section 1002, and shall cause to be given to each Holder of Securities, in the manner provided in Section 106, at least 20 days before the date hereinafter specified (or the

earlier of the dates hereinafter specified, in the event that more than one date is specified), a notice stating the date on which (1) a record is expected to be taken for the purpose of such dividend, distribution, rights, warrants, options or Offer, 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, rights, warrants or options or to participate in such Offer are to be determined, or (2) such reclassification, change, consolidation, merger, disposition, dissolution, liquidation or winding-up is expected to become effective and the date, if any is to be fixed, as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, change, consolidation, merger, disposition, dissolution, liquidation or winding-up.

#### SECTION 1707. Taxes on Conversion.

The Company will pay any and all documentary, stamp or similar taxes payable to the United States of America or any political subdivision or taxing authority thereof or therein in respect of the issue or delivery of shares of Common Stock on conversion of Securities pursuant thereto; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue or delivery of shares of Common Stock in a name other than that of the Holder of the Securities to be converted (or payment of cash in lieu thereof to a Person other than such Holder) and no such issue or delivery (or payment) shall be made unless and until the Person requesting such issue or delivery (or payment) has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid. The Company extends no protection with respect to any other taxes imposed in connection with conversion of Securities.

66

#### SECTION 1708. Company to Provide Stock.

The Company shall reserve, free from preemptive rights, out of its authorized but unissued shares, sufficient shares to provide for the conversion of convertible Securities from time to time as such Securities are presented for conversion, provided, however, that nothing contained herein shall be construed to preclude the Company from satisfying its obligations in respect of the conversion of Securities by delivery of repurchased shares of Common Stock which are held in the treasury of the Company.

If any shares of Common Stock to be reserved for the purpose of conversion of Securities hereunder require registration with or approval of any governmental authority under any Federal or State law before such shares may be validly issued or delivered upon conversion, then the Company covenants that it will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be; provided, however, that nothing in this Section 1708 shall be deemed to affect in any way the obligations of the Company to convert Securities into Common Stock as provided in this Article Seventeen.

Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value, if any, of the Common Stock, the Company will take all corporate action which may, in the opinion of counsel, be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

The Company covenants that all shares of Common Stock which may be issued upon conversion of Securities will upon issue be fully paid and non-assessable by the Company and free of preemptive rights.

#### SECTION 1709. Disclaimer of Responsibility for Certain Matters.

Neither the Trustee, any Conversion Agent nor any agent of either shall at any time be under any duty or responsibility to any Holder of Securities to determine whether any facts exist which may require any adjustment of the Conversion Price, or with respect to the Officer's Certificate referred to in Section 1704(j), or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. Neither the Trustee, any Conversion Agent nor any agent of either shall be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property (including cash), which may at any time be issued or delivered upon the conversion of any Security, and neither the Trustee, any Conversion Agent nor any agent of either makes any representation with respect thereto. Neither the Trustee, any Conversion Agent nor any agent of either shall be responsible for any failure of the Company to issue, register the transfer of or deliver any shares of Common Stock or stock certificates or other securities or property (including cash) upon the surrender of any Security for the purpose of conversion or, subject to Sections 601 and 603, to comply with any of the covenants of the Company contained in this Article Seventeen.

#### SECTION 1710. Return of Funds Deposited for Redemption of Converted Securities.

Any funds which at any time shall have been deposited by the Company or on its behalf with the Trustee or any Paying Agent for the purpose of paying the principal of and interest, if any, on any of the Securities and which shall not be required for such purposes because of the conversion of such Securities, as provided in this Indenture, shall forthwith after such conversion be repaid to the Company by the Trustee or such Paying Agent.

67

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

Quanta Services, Inc.

By \_\_\_\_\_

Chase Bank of Texas, National Association

By \_\_\_\_\_  
Vice President

68

Quanta Services, Inc.,  
as Issuer

to

Chase Bank of Texas, National Association  
as Trustee

SUBORDINATED INDENTURE

Dated as of \_\_\_\_\_, 2000

TABLE OF CONTENTS

<TABLE>  
<CAPTION>

	PAGE
	----
<S>	<C>
PARTIES.....	1
RECITALS OF THE COMPANY.....	1
ARTICLE ONE DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION.....	1
Section 101.    Definitions.....	1
Act.....	1
Affiliate.....	2
Authenticating Agent.....	2
Board of Directors.....	2
Board Resolution.....	2
Business Day.....	2
Capital Stock.....	2
Commission.....	2
Common Stock.....	2
Company.....	2
Company Request.....	2
Company Order.....	2
Conversion Agent.....	2
Conversion Price.....	2
Conversion Shares.....	3
Corporate Trust Office.....	3
corporation.....	3
Covenant Defeasance.....	3
Defaulted Interest.....	3
Defeasance.....	3
Depository.....	3
Designated Senior Debt.....	3
Distribution Date.....	3
Event of Default.....	3
Exchange Act.....	3
Expiration Date.....	3
Expiration Time.....	3
Global Security.....	3
Holder.....	3
Indenture.....	3
interest .....	4
Interest Payment Date.....	4
Investment Company Act.....	4
Last Sale Price.....	4
Maturity.....	4
Notice of Default.....	4
Offer.....	4
Officer's Certificate.....	4
Opinion of Counsel.....	4
Original Issue Discount Security.....	4



</TABLE>

<TABLE>  
<S>

<C>

	Outstanding.....	4
	Paying Agent.....	5
	Person.....	5
	Place of Payment.....	5
	Predecessor Security.....	5
	Redemption Date.....	5
	Redemption Price.....	6
	Regular Record Date.....	6
	Responsible Officer.....	6
	Securities.....	6
	Securities Act.....	6
	Security Register.....	6
	Security Registrar.....	6
	Senior Debt.....	6
	Senior Nonmonetary Default.....	6
	Senior Payment Default.....	6
	Significant Subsidiary.....	6
	Special Record Date.....	6
	Stated Maturity.....	6
	Subsidiary.....	6
	Trading Day.....	6
	Trust Indenture Act.....	7
	Trustee.....	7
	U.S. Government Obligation.....	7
	Vice President.....	7
	Voting Stock.....	7
	Wholly Owned Subsidiary.....	7
Section 102.	Compliance Certificates and Opinions.....	7
Section 103.	Form of Documents Delivered to Trustee.....	8
Section 104.	Acts of Holders; Record Dates.....	8
Section 105.	Notices, Etc., to Trustee and Company.....	9
Section 106.	Notice to Holders; Waiver.....	10
Section 107.	Conflict with Trust Indenture Act.....	10
Section 108.	Effect of Headings and Table of Contents.....	10
Section 109.	Successors and Assigns.....	11
Section 110.	Separability Clause.....	11
Section 111.	Benefits of Indenture.....	11
Section 112.	Governing Law.....	11
Section 113.	Legal Holidays.....	11
Section 114.	Counterparts.....	11
ARTICLE TWO	SECURITY FORMS.....	12
Section 201.	Forms Generally.....	12
Section 202.	Form of Face of Security.....	12
Section 203.	Form of Reverse of Security.....	14
Section 205.	Form of Legend for Global Securities.....	17
Section 206.	Form of Trustee's Certificate of Authentication.....	18
Section 207.	Form of Conversion Notice.....	19
ARTICLE THREE	THE SECURITIES.....	20
Section 301.	Amount Unlimited; Issuable in Series.....	20
Section 302.	Denominations.....	22

</TABLE>

<TABLE>  
<S>

<C>

Section 303.	Execution, Authentication, Delivery and Dating.....	22
Section 304.	Temporary Securities.....	24
Section 305.	Registration, Registration of Transfer and Exchange.....	24
Section 306.	Mutilated, Destroyed, Lost and Stolen Securities.....	25
Section 307.	Payment of Interest; Interest Rights Preserved.....	26
Section 308.	Persons Deemed Owners.....	27
Section 309.	Cancellation.....	28
Section 310.	Computation of Interest.....	28
ARTICLE FOUR	SATISFACTION AND DISCHARGE.....	28
Section 401.	Satisfaction and Discharge of Indenture.....	28
Section 402.	Application of Trust Money.....	29
ARTICLE FIVE	REMEDIES.....	29
Section 501.	Events of Default.....	29
Section 502.	Acceleration of Maturity; Rescission and Annulment.....	31
Section 503.	Collection of Indebtedness and Suits for Enforcement by Trustee.....	32
Section 504.	Trustee May File Proofs of Claim.....	32
Section 505.	Trustee May Enforce Claims Without Possession of Securities.....	33
Section 506.	Application of Money Collected.....	33
Section 507.	Limitation on Suits.....	33

Section 508.	Unconditional Right of Holders to Receive Principal, Premium and Interest.....	34
Section 509.	Restoration of Rights and Remedies.....	34
Section 510.	Rights and Remedies Cumulative.....	34
Section 511.	Delay or Omission Not Waiver.....	34
Section 512.	Control by Holders.....	35
Section 513.	Waiver of Past Defaults.....	35
Section 514.	Undertaking for Costs.....	35
Section 515.	Waiver of Usury, Stay or Extension Laws.....	35
ARTICLE SIX	THE TRUSTEE.....	36
Section 601.	Certain Duties and Responsibilities.....	36
Section 602.	Notice of Defaults.....	36
Section 603.	Certain Rights of Trustee.....	36
Section 604.	Not Responsible for Recitals or Issuance of Securities.....	38
Section 605.	May Hold Securities.....	38
Section 606.	Money Held in Trust.....	38
Section 607.	Compensation and Reimbursement.....	38
Section 608.	Conflicting Interests.....	39
Section 609.	Corporate Trustee Required; Eligibility.....	39
Section 610.	Resignation and Removal; Appointment of Successor.....	39
Section 611.	Acceptance of Appointment by Successor.....	40
Section 612.	Merger, Conversion, Consolidation or Succession to Business.....	41
Section 613.	Preferential Collection of Claims Against Company.....	42
Section 614.	Appointment of Authenticating Agent.....	42
ARTICLE SEVEN	HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY.....	43
Section 701.	Company to Furnish Trustee Names and Addresses of Holders.....	43
Section 702.	Preservation of Information; Communications to Holders.....	43
Section 703.	Reports by Trustee.....	44
Section 704.	Reports by Company.....	44
ARTICLE EIGHT	CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE.....	44
Section 801.	Company May Consolidate, Etc., Only on Certain Terms.....	44
Section 803.	Successor Substituted.....	45

</TABLE>

<TABLE>		<C>
<S>		
ARTICLE NINE	SUPPLEMENTAL INDENTURES.....	45
Section 901.	Supplemental Indentures Without Consent of Holders.....	45
Section 902.	Supplemental Indentures With Consent of Holders.....	46
Section 903.	Execution of Supplemental Indentures.....	47
Section 904.	Effect of Supplemental Indentures.....	48
Section 905.	Conformity with Trust Indenture Act.....	48
Section 906.	Reference in Securities to Supplemental Indentures.....	48
ARTICLE TEN	COVENANTS.....	48
Section 1001.	Payment of Principal, Premium and Interest.....	48
Section 1002.	Maintenance of Office or Agency.....	49
Section 1003.	Money for Securities Payments to Be Held in Trust.....	49
Section 1004.	Statement by Officers as to Default.....	50
Section 1005.	Existence.....	50
Section 1006.	Maintenance of Properties.....	50
Section 1007.	Payment of Taxes and Other Claims.....	51
Section 1008.	Maintenance of Insurance.....	51
Section 1009.	Waiver of Certain Covenants.....	51
ARTICLE ELEVEN	REDEMPTION OF SECURITIES.....	51
Section 1101.	Applicability of Article.....	51
Section 1102.	Election to Redeem; Notice to Trustee.....	52
Section 1103.	Selection by Trustee of Securities to Be Redeemed.....	52
Section 1104.	Notice of Redemption.....	53
Section 1105.	Deposit of Redemption Price.....	53
Section 1106.	Securities Payable on Redemption Date.....	54
Section 1107.	Securities Redeemed in Part.....	54
ARTICLE TWELVE	SUBORDINATION OF SECURITIES.....	54
Section 1201.	Applicability of Article.....	54
Section 1202.	Securities Subordinate to Senior Debt.....	54
Section 1203.	Payment Over of Proceeds Upon Dissolution, Etc.....	55
Section 1204.	No Payment When Senior Debt of the Company in Default.....	56
Section 1205.	Payment Permitted If No Default.....	57
Section 1206.	Subrogation to Rights of Holders of Senior Debt of the Company.....	57
Section 1207.	Provisions Solely to Define Relative Rights.....	58
Section 1208.	Trustee to Effectuate Subordination.....	58
Section 1209.	No Waiver of Subordination Provisions.....	58
Section 1210.	Notice to Trustee.....	59
Section 1211.	Reliance on Judicial Order or Certificate of Liquidating Agent.....	59
Section 1212.	Trustee Not Fiduciary for Holders of Senior Debt of the Company.....	60
Section 1213.	Rights of Trustee as Holder of Senior Debt of the Company; Preservation of Trustee's Rights.....	60
Section 1214.	Article Applicable to Paying Agents.....	60
Section 1215.	Defeasance of this Article Twelve.....	60
ARTICLE THIRTEEN	[INTENTIONALLY OMITTED].....	60
ARTICLE FOURTEEN	[INTENTIONALLY OMITTED].....	60
ARTICLE FIFTEEN	DEFEASANCE AND COVENANT DEFEASANCE.....	61

Section 1501.	Company's Option to Effect Defeasance or Covenant Defeasance.....	61
Section 1502.	Defeasance and Discharge.....	61

iv

<TABLE>		<C>
<S>		
Section 1503.	Covenant Defeasance.....	61
Section 1504.	Conditions to Defeasance or Covenant Defeasance.....	62
Section 1505.	Deposited Money and U.S. Government Obligations to Be Held in Trust; Miscellaneous Provisions.....	63
Section 1506.	Reinstatement.....	64
ARTICLE SIXTEEN	SINKING FUNDS.....	64
Section 1601.	Applicability of Article.....	64
Section 1602.	Satisfaction of Sinking Fund Payments with Securities.....	65
Section 1603.	Redemption of Securities for Sinking Fund.....	65
ARTICLE SEVENTEEN	CONVERSION OF SECURITIES.....	65
Section 1701.	Applicability of Article.....	65
Section 1702.	Exercise of Conversion Privilege.....	65
Section 1703.	Fractional Interests.....	67
Section 1704.	Adjustment of Conversion Price.....	67
Section 1705.	Continuation of Conversion Privilege in Case of Merger, Consolidation or Sale of Assets.....	71
Section 1706.	Notice of Certain Events.....	72
Section 1707.	Taxes on Conversion.....	73
Section 1708.	Company to Provide Stock.....	73
Section 1709.	Disclaimer of Responsibility for Certain Matters.....	73
Section 1710.	Return of Funds Deposited for Redemption of Converted Securities.....	74
</TABLE>		

v

# QUANTA SERVICES, INC.

CERTAIN SECTIONS OF THIS INDENTURE RELATING TO SECTIONS 310 THROUGH 318,  
INCLUSIVE, OF THE TRUST INDENTURE ACT OF 1939:

<TABLE>	
<CAPTION>	
TRUST INDENTURE ACT SECTION	INDENTURE SECTION
<S>	
Section 310(a) (1)	609
(a) (2)	609
(a) (3)	Not Applicable
(a) (4)	Not Applicable
(b)	608
	610
Section 311(a)	613
(b)	613
Section 312(a)	701
	702
(b)	702
(c)	702
Section 313(a)	703
(b)	703
(c)	703
(d)	703
Section 314(a)	704
(a) (4)	101
	1004
(b)	Not Applicable
(c) (1)	102
(c) (2)	102
(c) (3)	Not Applicable
(d)	Not Applicable
(e)	102
Section 315(a)	601
(b)	602
(c)	601
(d)	601
(e)	514
Section 316(a)	101

(a) (1) (A)	502
	512
(a) (1) (B)	513
(a) (2)	Not Applicable
(b)	508
(c)	104
Section 317(a) (1)	503
(a) (2)	504
(b)	1003
Section 318(a)	107

</TABLE>

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

vi

INDENTURE, dated as of \_\_\_\_\_, 200\_\_, among Quanta Services, Inc., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), having its principal office at 1360 Post Oak Blvd., Suite 2100, Houston, Texas 770056, and Chase Bank of Texas, National Association, a national banking association as Trustee (herein called the "Trustee").

#### RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its unsecured debentures, notes or other evidences of indebtedness (herein called the "Securities"), to be issued in one or more series as in this Indenture provided.

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Securities or of series thereof, as follows:

#### ARTICLE ONE

##### DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

##### SECTION 101. Definitions.

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

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

(2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;

(3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles, and, except as otherwise herein expressly provided, the term "generally accepted accounting principles" with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted at the date of this instrument;

(4) unless the context otherwise requires, any reference to an "Article" or a "Section" refers to an Article or a Section, as the case may be, of this Indenture; and

(5) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

"Act", when used with respect to any Holder, has the meaning specified in Section 104.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common

control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing; provided that direct or indirect beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to control; provided, however that UtiliCorp United, Inc. and its respective Affiliates (other than the Company's Subsidiaries) shall not be deemed to be Affiliates of the Company.

"As - Converted Series A Preferred Shares" means that number of shares of Common Stock into which the outstanding shares of Series A Preferred Stock are convertible at any time.

"Authenticating Agent" means any Person authorized by the Trustee pursuant to Section 614 to act on behalf of the Trustee to authenticate Securities of one or more series.

"Board of Directors" means, with respect to the Company, either the board of directors of the Company or any committee of that board duly authorized to act for it in respect hereof.

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

"Business Day", when used with respect to any Place of Payment, means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or executive order to close.

"Capital Stock" of any Person means any and all shares, interests, participations or other equivalents (however designated) of corporate stock or other equity participations, including partnership interests, whether general or limited, of such Person.

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

"Common Stock" means the Common Stock, par value \$.00001 per share, of the Company as the same exists at the date of execution and delivery of this Indenture or other capital stock of the Company into which such Common Stock is converted, reclassified or changed from time to time.

"Company" means the Person named as the "Company" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter "Company" shall mean such successor Person.

"Company Request" or "Company Order" means a written request or order signed in the name of the Company by its Chairman of the Board, its Vice Chairman of the Board, its President or a Vice President, and delivered to the Trustee.

"Conversion Agent" means any Person authorized by the Company to convert any Securities on behalf of the Company.

"Conversion Price" has the meaning specified in Section 1704.

"Conversion Shares" has the meaning specified in Section 1704(k).

"Corporate Trust Office" means the principal office of the Trustee as follows: (a) for registration or transfer of the Securities: Chase Bank of Texas, National Association, 2001 Bryan Street, 9th Street, Dallas, Texas 75201, telephone: (800) 275-2048, telecopy: (214) 672-5873; (b) for payment of the Securities, an agent for the Trustee, Chase Manhattan Bank, National Association, 55 Water Street, Room 234, New York, New York 10041, telephone (212) 638-0454, telecopy (212) 638-7380; and (c) for all other communications relating to the Securities: Chase Bank of Texas, National Association, Capital Markets Fiduciary Services, 600 Travis Street, Suite 1150, Houston, Texas 77002, telephone (713) 216-6877, telecopy (713) 577-5200.

The term "corporation" means a corporation, association, company, joint-stock company, partnership or business trust.

"Covenant Defeasance" has the meaning specified in Section 1503.

"Date of Conversion" has the meaning set forth in Section 1702.

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

"Defeasance" has the meaning specified in Section 1502.

"Depository" means, with respect to Securities of any series issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Exchange Act that is designated to act as Depository for such Securities as contemplated by Section 301.

"Designated Senior Debt" with respect to any series of Securities shall have the meaning specified in or contemplated by Section 301 and 1204.

"Distribution Date" has the meaning specified in Section 1704(k).

"Event of Default" has the meaning specified in Section 501.

"Exchange Act" means the Securities Exchange Act of 1934 and any statute successor thereto, in each case as amended from time to time.

"Expiration Date" has the meaning specified in Section 104.

"Expiration Time" has the meaning specified in Section 1704(e).

"Global Security" means a Security that evidences all or part of the Securities of any series and bears the legend set forth in Section 205 (or such legend as may be specified as contemplated by Section 301 for such Securities).

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

"Indenture" means this instrument as originally executed 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, for all purposes of this instrument and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this

3

instrument and any such supplemental indenture, respectively. The term "Indenture" shall also include the terms of particular series of Securities established as contemplated by Section 301.

"Insolvency or Liquidation Proceeding" has the meaning specified in Section 607.

"interest", when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity or after a specified date, means such interest payable only after Maturity or after a specified date.

"Interest Payment Date", when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

"Investment Company Act" means the Investment Company Act of 1940 and any statute successor thereto, in each case as amended from time to time.

"Last Sale Price" has the meaning specified in Section 1703.

Limited Vote Common Stock means that number of shares of Common Stock into which the outstanding shares of Limited Vote Common Stock are, upon transfer, convertible at any time.

"Maturity", when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

"Notice of Default" means a written notice of the kind specified in Section 501(4).

"Offer" has the meaning specified in Section 1704(e).

"Officer's Certificate" means a certificate signed by the Chairman of the Board, a Vice Chairman of the Board, the President or a Vice President, of the Company, and delivered to the Trustee. The officer signing the Company's Officer's Certificate given pursuant to Section 1004 shall be the principal executive, financial or accounting officer of the Company.

"Opinion of Counsel" means, as to the Company, a written opinion of counsel, who may be counsel for the Company, and who shall be acceptable to the

Trustee.

"Original Issue Discount Security" means any Security which provides for an amount less than the face principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502.

"Outstanding", when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

(1) Securities theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(2) Securities for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent (other than the Company) in trust or set aside and segregated in trust by the Company (if the Company shall act as its own Paying Agent) for the Holders of such Securities; provided that, if such Securities are to be redeemed, notice of such

4

redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Securities as to which Defeasance has been effected pursuant to Section 1502; and

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

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given, made or taken any request, demand, authorization, direction, notice, consent, waiver or other action hereunder as of any date, (A) the principal amount of an Original Issue Discount Security which shall be deemed to be Outstanding shall be the amount of the principal thereof which would be due and payable as of such date upon acceleration of the Maturity thereof to such date pursuant to Section 502, (B) if, as of such date, the principal amount payable at the Stated Maturity of a Security is not determinable, the principal amount of such Security which shall be deemed to be Outstanding shall be the amount as specified or determined as contemplated by Section 301, (C) the principal amount of a Security denominated in one or more foreign currencies or currency units which shall be deemed to be Outstanding shall be the U.S. dollar equivalent, determined as of such date in the manner provided as contemplated by Section 301, of the principal amount of such Security (or, in the case of a Security described in Clause (A) or (B) above, of the amount determined as provided in such Clause), and (D) Securities owned by the Company, or any other obligor upon the Securities or any Affiliate of the Company, or of such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or other action, only Securities which the Trustee knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Company, or any other obligor upon the Securities or any Affiliate of the Company or of such other obligor.

"Paying Agent" means any Person authorized by the Company to pay the principal of or any premium or interest on any Securities on behalf of the Company.

"Person" means any individual, corporation, partnership, joint venture, trust, unincorporated organization or other entity or any government or any agency or political subdivision thereof.

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

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

"Redemption Date", when used with respect to any Security to be

redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

5

"Redemption Price", when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture.

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

"Responsible Officer" means any officer in the corporate trust department (or any successor thereto) of the Trustee, or any other officer of the Trustee customarily performing functions similar to those performed by any of such officers and also means, with respect to a particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of that officer's knowledge of and familiarity with that particular matter.

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

"Securities Act" means the Securities Act of 1933 and any statute successor thereto, in each case as amended from time to time.

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

"Senior Debt" with respect to any series of Securities shall have the meaning specified as contemplated by Section 301.

"Senior Nonmonetary Default" has the meaning specified in Section 1204.

"Senior Payment Default" has the meaning specified in Section 1204.

"Significant Subsidiary" means, at any date of determination, any Subsidiary that represents 10% or more of the Company's total consolidated assets at the end of the most recent fiscal quarter for which financial information is available or 10% or more of the Company's consolidated net revenues or consolidated operating income for the most recent four quarters for which financial information is available.

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

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

"Subsidiary" of any Person means (1) a corporation more than 50% of the combined voting power of the outstanding Voting Stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person or by such Person and one or more Subsidiaries thereof or (2) any other Person (other than a corporation) in which such Person, or one or more other Subsidiaries of such Person or such Person and one or more other Subsidiaries thereof, directly or indirectly, has at least a majority ownership and power to direct the policies, management and affairs thereof.

"Trading Day" has the meaning specified in Section 1703.

6

"Trust Indenture Act" means the Trust Indenture Act of 1939 as in force at the date as of which this instrument was executed; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, "Trust Indenture Act" means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended.

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

"U.S. Government Obligation" has the meaning specified in Section 1504.

"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".

"Voting Stock" of any Person means Capital Stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency.

"Wholly Owned Subsidiary" of any Person means a Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares or the minimum number of shares necessary to satisfy foreign ownership requirements) shall at the time be owned by such Person or by one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

#### SECTION 102. Compliance Certificates and Opinions.

Upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company, shall furnish to the Trustee such certificates and opinions as may be required under the Trust Indenture Act. Each such certificate or opinion shall be given in the form of an Officer's Certificate, if to be given by an officer of the Company, or an Opinion of Counsel, if to be given by counsel, and shall comply with the requirements of the Trust Indenture Act and any other requirements set forth in this Indenture.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

7

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

#### SECTION 103. Form of Documents Delivered to Trustee.

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

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

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

#### SECTION 104. Acts of Holders; Record Dates.

Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by 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 (subject to Section 601) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section.

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.

8

The ownership of Securities shall be proved by the Security Register.

Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Security.

The Company may set any day as a record date for the purpose of determining the Holders of Outstanding Securities of any series entitled to give, make or take any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Indenture to be given, made or taken by Holders of Securities of such series, provided that the Company may not set a record date for, and the provisions of this paragraph shall not apply with respect to, the giving or making of any notice, declaration, request or direction referred to in the next paragraph. If any record date is set pursuant to this paragraph, the Holders of Outstanding Securities of the relevant series on such record date, and no other Holders, shall be entitled to take the relevant action, whether or not such Holders remain Holders after such record date, provided that no such action shall be effective hereunder unless taken on or prior to the applicable Expiration Date by Holders of the requisite principal amount of Outstanding Securities of such series on such record date. Nothing in this paragraph shall be construed to prevent the Company from setting a new record date for any action for which a record date has previously been set pursuant to this paragraph (whereupon the record date previously set shall automatically and with no action by any Person be cancelled and of no effect), and nothing in this paragraph shall be construed to render ineffective any action taken by Holders of the requisite principal amount of Outstanding Securities of the relevant series on the date such action is taken. Promptly after any record date is set pursuant to this paragraph, the Company, at its own expense, shall cause notice of such record date, the proposed action by Holders and the applicable Expiration Date to be given to the Trustee in writing and to each Holder of Securities of the relevant series in the manner set forth in Section 106.

With respect to any record date set pursuant to this Section, the party hereto which sets such record dates may designate any day as the "Expiration Date" and from time to time may change the Expiration Date to any earlier or later day; provided that no such change shall be effective unless notice of the proposed new Expiration Date is given to the other party hereto in writing, and to each Holder of Securities of the relevant series in the manner set forth in Section 106, on or prior to the existing Expiration Date. If an Expiration Date is not designated with respect to any record date set pursuant to this Section, the party hereto which set such record date shall be deemed to have initially designated the 180th day after such record date as the Expiration Date with respect thereto, subject to its right to change the Expiration Date as provided in this paragraph. Notwithstanding the foregoing, no Expiration Date shall be later than the 180th day after the applicable record date.

Without limiting the foregoing, a Holder entitled hereunder to take any action hereunder with regard to any particular Security may do so with regard to all or any part of the principal amount of such Security or by one or more duly appointed agents each of which may do so pursuant to such appointment with regard to all or any part of such principal amount.

SECTION 105. Notices, Etc., to Trustee and Company.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to

be made upon, given or furnished to, or filed with:

9

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

(2) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, addressed to the Company at the address of its principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company, Attention: Chief Financial Officer.

Notices to the Trustee shall be effective only upon receipt.

#### SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder affected by such event, at his address as it appears in the Security Register, not later than the latest date (if any), and not earlier than the earliest date (if any), prescribed for the giving of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, 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 give such notice by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder.

Any request, demand, authorization, direction, notice, consent or waiver required or permitted under this Indenture shall be in the English language, except that any published notice may be in an official language of the country of publication.

#### SECTION 107. Conflict with Trust Indenture Act.

If any provision hereof limits, qualifies or conflicts with a provision of the Trust Indenture Act which is required under such Act to be a part of and govern this Indenture, the latter provision shall control. If any provision of this Indenture modifies or excludes any provision of the Trust Indenture Act which 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 108. Effect of Headings and Table of Contents.

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

10

#### SECTION 109. Successors and Assigns.

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

#### SECTION 110. Separability Clause.

In case any provision in this Indenture or 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 111. Benefits of Indenture.

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

SECTION 112. Governing Law.

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

SECTION 113. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date, purchase date or Stated Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities (other than a provision of any Security which specifically states that such provision shall apply in lieu of this Section)) payment of interest or principal (and premium, if any) need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date, Redemption Date or purchase date, or at the Stated Maturity.

SECTION 114. Counterparts.

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

11

ARTICLE TWO

SECURITY FORMS

SECTION 201. Forms Generally.

The Securities of each series shall be in substantially the form set forth in this Article, or in such other form as shall be established by or pursuant to a Board Resolution or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or Depositary therefor or as may, consistently herewith, be determined by the officers executing such Securities, as evidenced by their execution thereof. If the form of Securities of any series is established by action taken pursuant to a Board Resolution, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary of the Company and delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 303 for the authentication and delivery of such Securities.

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Securities, as evidenced by their execution of such Securities.

SECTION 202. Form of Face of Security.

[Insert any legend required by the Internal Revenue Code and the regulations thereunder.]

Quanta Services, Inc.

No. \_\_\_\_\_ \$ \_\_\_\_\_

Quanta Services, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars \_\_\_\_\_ on \_\_\_\_\_ [if the Security is to bear interest prior to Maturity, insert --, and to pay interest thereon from \_\_\_\_\_ or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_, at the rate of \_\_\_\_% per annum, until the principal hereof is paid or made available for payment, provided that any principal and premium, and any such installment of interest, which is overdue shall bear interest at the rate of \_\_\_\_% per annum (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment,

and such interest shall be payable on demand. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the \_\_\_\_\_ or \_\_\_\_\_ (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture].

12

[If the Security is not to bear interest prior to Maturity or another specified date, insert -- The principal of this Security shall not bear interest [until \_\_\_\_\_] except in the case of a default in payment of principal upon acceleration, upon redemption or at Stated Maturity and in such case the overdue principal and any overdue premium shall bear interest at the rate of \_\_\_\_\_.% per annum (to the extent that the payment of such interest shall be legally enforceable), from the dates such amounts are due until they are paid or made available for payment. Interest on any overdue principal or premium shall be payable on demand. Any such interest on overdue principal or premium which is not paid on demand shall bear interest at the rate of \_\_\_\_\_.% per annum (to the extent that the payment of such interest on interest shall be legally enforceable), from the date of such demand until the amount so demanded is paid or made available for payment. Interest on any overdue interest shall be payable on demand.]

Payment of the principal of (and premium, if any) and [if applicable, insert -- any such] interest on this Security will be made at the office or agency of the Company maintained for that purpose in \_\_\_\_\_, 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 may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed under its corporate seal.

Dated:

Quanta Services, Inc.

By \_\_\_\_\_

13

#### SECTION 203. Form of Reverse of Security.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of \_\_\_\_\_, 2000 (herein called the "Indenture", which term shall have the meaning assigned to it in such instrument), between the Company and Chase Bank of Texas, National Association, as Trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, the holders of Senior Debt and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof [if applicable, insert -- , limited in aggregate principal amount to \$\_\_\_\_\_].

[If applicable, insert -- The Securities of this series are subject to

redemption upon not less than 30 days' notice by mail, [if applicable, insert -- (1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ through operation of the sinking fund for this series at a Redemption Price equal to 100% of the principal amount, and (2)] at any time [if applicable, insert -- on or after \_\_\_\_\_, 20\_\_], as a whole or in part, at the election of the Company, at the following Redemption Prices (expressed as percentages of the principal amount at Maturity): If redeemed [if applicable, insert -- on or before \_\_\_\_\_, \_\_\_\_\_%, and if redeemed] during the 12-month period beginning \_\_\_\_\_ of the years indicated,

<TABLE>

<CAPTION>

Year	Redemption Price	Year	Redemption Price
- ----	-----	----	-----
<S>	<C>	<C>	<C>

</TABLE>

and thereafter at a Redemption Price equal to \_\_\_\_\_% of the principal amount at Maturity, together in the case of any such redemption [if applicable, insert -- (whether through operation of the sinking fund or otherwise)] with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert -- The Securities of this series are subject to redemption upon not less than 30 days' notice by mail, (1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ through operation of the sinking fund for this series at the Redemption Prices for redemption through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below, and (2) at any time [if applicable, insert -- on or after \_\_\_\_\_], as a whole or in part, at the election of the Company, at the Redemption Prices for redemption otherwise than through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below: If redeemed during the 12-month period beginning \_\_\_\_\_ of the years indicated,

14

<TABLE>

<CAPTION>

Year	Redemption Price For Redemption Through Operation of the Sinking Fund	Redemption Price For Redemption Otherwise Than Through Operation of the Sinking Fund
- ----	-----	-----
<S>	<C>	<C>

</TABLE>

and thereafter at a Redemption Price equal to \_\_\_\_\_% of the principal amount at Maturity, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued interest to the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert -- Notwithstanding the foregoing, the Company may not, prior to \_\_\_\_\_, redeem any Securities of this series as

contemplated by [if applicable, insert -- Clause (2) of] the preceding paragraph as a part of, or in anticipation of, any refunding operation by the application, directly or indirectly, of moneys borrowed having an interest cost to the Company (calculated in accordance with generally accepted financial practice) of less than \_\_\_\_\_% per annum.]

[If applicable, insert -- The sinking fund for this series provides for the redemption on \_\_\_\_\_ in each year beginning with the year \_\_\_\_\_ and ending with the year \_\_\_\_\_ of [if applicable, insert -- not less than \$\_\_\_\_\_ ("mandatory sinking fund") and not more than] \$\_\_\_\_\_ aggregate principal amount of Securities of this series. Securities of this series acquired or redeemed by the Company otherwise than through [if applicable, insert -- mandatory] sinking fund payments may be credited against subsequent [if applicable, insert -- mandatory] sinking fund payments otherwise required to be made [if applicable, insert -- , in the inverse order in which they become due].]

[If the Security is subject to redemption of any kind, insert -- In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.]

[If the Security is subject to conversion, insert -- Subject to the provisions of the Indenture, each Holder has the right to convert the principal amount of this Security into fully paid and nonassessable shares of Common Stock of the Company at the initial Conversion Price per share of Common Stock of \$\_\_\_\_\_ (or \$\_\_\_\_\_ in principal amount of Securities for each such share of Common Stock), or at the adjusted Conversion Price then in effect, if adjustment has been made as provided in the Indenture, upon surrender of the Security to the Conversion Agent, together with a fully executed notice in substantially the form attached hereto and, if required by the Indenture, an amount equal to accrued interest payable on this Security.]

The indebtedness evidenced by this Security is, to the extent provided in the Indenture, subordinate and subject in right of payment to the prior payment in full of all Senior Debt of the Company, and this Security is issued subject to the provisions of the Indenture with respect thereto. Each

15

Holder of this Security, by accepting the same, (a) agrees to and shall be bound by such provisions, (b) authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination so provided and (c) appoints the Trustee his attorney-in-fact for any and all such purposes.

[If applicable, insert -- The Indenture contains provisions for Defeasance and Covenant Defeasance at any time of [the entire indebtedness of this Security] [or] [certain restrictive covenants and Events of Default with respect to this Security] [, in each case] upon compliance with certain conditions set forth in the Indenture.]

[If the Security is not an Original Issue Discount Security, insert -- If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.]

[If the Security is an Original Issue Discount Security, insert -- If an Event of Default with respect to Securities of this series shall occur and be continuing, an amount of principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture. Such amount shall be equal to -- insert formula for determining the amount. Upon payment (i) of the amount of principal so declared due and payable and (ii) of interest on any overdue principal, premium and interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Company's obligations in respect of the payment of the principal of and premium and interest, if any, on the Securities of this series shall terminate.]

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

16

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \$..... and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

SECTION 204. [intentionally omitted].

SECTION 205. Form of Legend for Global Securities.

Unless otherwise specified as contemplated by Section 301 for the Securities evidenced thereby, every Global Security authenticated and delivered hereunder shall bear a legend in substantially the following form:

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 MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

17

SECTION 206. Form of Trustee's Certificate of Authentication.

The Trustee's certificates of authentication shall be in substantially the following form:

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



-----,  
As Trustee

Date of Authentication: \_\_\_\_\_ By \_\_\_\_\_  
Authorized Signatory

18

SECTION 207. Form of Conversion Notice.

Each convertible Security shall have attached thereto, or set forth on the reverse of the Security, a notice of conversion in substantially the following form:

Conversion Notice

To: Quanta Services, Inc.

The undersigned owner of this Security hereby: (i) irrevocably exercises the option to convert this Security, or the portion hereof below designated, for shares of Common Stock of Quanta Services, Inc. in accordance with the terms of the Indenture referred to in this Security and (ii) directs that such shares of Common Stock deliverable upon the conversion, together with any check in payment for fractional shares and any Security(ies) representing any unconverted principal amount hereof, be issued and delivered to the registered holder hereof unless a different name has been indicated below. If shares are to be delivered registered in the name of a person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Any amount required to be paid by the undersigned on account of interest accompanies this Security.

Dated \_\_\_\_\_  
Signature

Fill in for registration of shares if to be delivered, and of Securities if to be issued, otherwise than to and in the name of the registered holder.

-----  
Social Security or other  
Taxpayer Identification Number

-----  
(Name)

-----  
(Street Address)

-----  
(City, State and Zip Code)  
(Please print name and address)

Principal amount to be converted:  
(if less than all)  
\$ \_\_\_\_\_

Signature Guarantee\*

- -----  
\*Participant in a recognized Signature Guarantee Medallion Program (or other signature acceptable to the Trustee).

19

ARTICLE THREE

THE SECURITIES

SECTION 301. Amount Unlimited; Issuable in Series.

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

The Securities may be issued in one or more series. There shall be

established in or pursuant to a Board Resolution and, subject to Section 303, set forth, or determined in the manner provided, in an Officer's Certificate, or established in one or more indentures supplemental hereto, prior to the issuance of Securities of any series,

(1) the title of the Securities of the series (which shall distinguish the Securities of the series from Securities of any other series);

(2) [intentionally omitted];

(3) any change to the subordination provisions which applies to the Securities of the series from those contained in Article Twelve with respect to the Securities, and the definitions of Senior Debt and Designated Senior Debt which shall apply to the Securities of the series;

(4) any limit upon the aggregate principal amount of the Securities of the series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of the series pursuant to Section 304, 305, 306, 906 or 1107 and except for any Securities which, pursuant to Section 303, are deemed never to have been authenticated and delivered hereunder);

(5) the Person to whom any interest on a Security of the series shall be payable, if other than the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest;

(6) the date or dates on which the principal of any Securities of the series is payable;

(7) the rate or rates at which any Securities of the series shall bear interest, if any, the date or dates from which any such interest shall accrue, the Interest Payment Dates on which any such interest shall be payable and the Regular Record Date for any such interest payable on any Interest Payment Date;

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

(9) the period or periods within which, the price or prices at which and the terms and conditions upon which any Securities of the series may be redeemed, in whole or in part, at the option of the Company and, if other than by a Board Resolution, the manner in which any election by the Company to redeem the Securities shall be evidenced;

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

20

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

(12) if the amount of principal of or any premium or interest on any Securities of the series may be determined with reference to an index or pursuant to a formula, the manner in which such amounts shall be determined;

(13) if other than the currency of the United States of America, the currency, currencies or currency units in which the principal of or any premium or interest on any Securities of the series shall be payable and the manner of determining the equivalent thereof in the currency of the United States of America for any purpose, including for purposes of the definition of "Outstanding" in Section 101;

(14) if the principal of or any premium or interest on any Securities of the series is to be payable, at the election of the Company or the Holder thereof, in one or more currencies or currency units other than that or those in which such Securities are stated to be payable, the currency, currencies or currency units in which the principal of or any premium or interest on such Securities as to which such election is made shall be payable, the periods within which and the terms and conditions upon which such election is to be made and the amount so payable (or the manner in which such amount shall be determined);

(15) if other than the entire principal amount thereof, the portion of the principal amount of any Securities of the series which shall

be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 502;

(16) if the principal amount payable at the Stated Maturity of any Securities of the series will not be determinable as of any one or more dates prior to the Stated Maturity, the amount which shall be deemed to be the principal amount of such Securities as of any such date for any purpose thereunder or hereunder, including the principal amount thereof which shall be due and payable upon any Maturity other than the Stated Maturity or which shall be deemed to be Outstanding as of any date prior to the Stated Maturity (or, in any such case, the manner in which such amount deemed to be the principal amount shall be determined);

(17) if applicable, that the Securities of the series, in whole or any specified part, shall be defeasible pursuant to Section 1502 or Section 1503 or both such Sections and, if other than by a Board Resolution, the manner in which any election by the Company to defease such Securities shall be evidenced;

(18) if applicable, that any Securities of the series shall be issuable in whole or in part in the form of one or more Global Securities and, in such case, the respective Depositories for such Global Securities, the form of any legend or legends which shall be borne by any such Global Security in addition to or in lieu of that set forth in Section 205 and any circumstances in addition to or in lieu of those set forth in Clause (2) of the last paragraph of Section 305 in which any such Global Security may be exchanged in whole or in part for Securities registered, and any transfer of such Global Security in whole or in part may be registered, in the name or names of Persons other than the Depositary for such Global Security or a nominee thereof;

(19) any addition to or change in the Events of Default which applies to any Securities of the series and any change in the right of the Trustee or the requisite Holders of such Securities to declare the principal amount thereof due and payable pursuant to Section 502;

21

(20) any addition to or change in the covenants set forth in Article Ten which applies to Securities of the series;

(21) whether the Securities of the series will be convertible into Common Stock (or cash in lieu thereof) and, if so, the terms and conditions upon which such conversion shall be effected including the initial Conversion Price and any adjustments thereto in addition to or different from those set forth in Section 1704, the conversion period and other provisions in addition to or in lieu of those set forth herein; and

(22) any other terms of the series (which terms shall not be inconsistent with the provisions of this Indenture, except as permitted by Section 901(5)).

All Securities of any one series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to the Board Resolution referred to above and (subject to Section 303) set forth, or determined in the manner provided, in the Officer's Certificate referred to above or in any such indenture supplemental hereto.

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

The Securities shall be subordinated in right of payment to Senior Debt of the Company as provided in Article Twelve.

#### SECTION 302. Denominations.

The Securities of each series shall be issuable only in registered form without coupons and only in such denominations as shall be specified as contemplated by Section 301. In the absence of any such specified denomination with respect to the Securities of any series, the Securities of such series shall be issuable in denominations of \$1,000 and any integral multiple thereof.

#### SECTION 303. Execution, Authentication, Delivery and Dating.

The Securities shall be executed on behalf of the Company by its Chairman of the Board, its Vice Chairman of the Board, its President or one of its Vice Presidents, under its corporate seal reproduced thereon. The signature of any of these officers on the Securities may be manual or facsimile.

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 at the date of such Securities.

22

At any time and from time to time after the execution and delivery of this Indenture, the Company may deliver Securities of any series executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Securities, and the Trustee in accordance with the Company Order shall authenticate and deliver such Securities. If the form or terms of the Securities of the series have been established by or pursuant to one or more Board Resolutions as permitted by Sections 201 and 301, in authenticating such Securities, and accepting the additional responsibilities under this Indenture in relation to such Securities, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel stating,

(1) if the form of such Securities has been established by or pursuant to Board Resolution as permitted by Section 201, that such form has been established in conformity with the provisions of this Indenture;

(2) if the terms of such Securities have been established by or pursuant to Board Resolution as permitted by Section 301, that such terms have been established in conformity with the provisions of this Indenture; and

(3) that such Securities, when authenticated and delivered by the Trustee and issued by the Company in the manner and subject to any limitations, exceptions and conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

If such form or terms have been so established, the Trustee shall not be required to authenticate such Securities if the issue of such Securities pursuant to this Indenture will affect the Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to the Trustee.

Notwithstanding the provisions of Section 301 and of the preceding paragraph, if all Securities of a series are not to be originally issued at one time, it shall not be necessary to deliver the Officer's Certificate otherwise required pursuant to Section 301 or the Company Order and Opinion of Counsel otherwise required pursuant to such preceding paragraph at or prior to the authentication of each Security of such series if such documents are delivered at or prior to the authentication upon original issuance of the first Security of such series to be issued.

Each Security shall be dated the date of its authentication.

No Security 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 executed by the Trustee by manual signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder. Notwithstanding the foregoing, if any Security shall have been authenticated and delivered hereunder but never issued and sold by the Company, and the Company shall deliver such Security to the Trustee for cancellation as provided in Section 309, for all purposes of this Indenture such Security shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits of this Indenture.

23

#### SECTION 304. Temporary Securities.

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

If temporary Securities of any series are issued, the Company will cause definitive Securities of that series to be prepared without unreasonable

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

#### SECTION 305. Registration, Registration of Transfer and Exchange.

The Company shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency of the Company in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Securities and of transfers of Securities. The Trustee is hereby appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

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

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

All Securities issued upon any registration of transfer or exchange of Securities shall be the 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.

Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Company or the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed, by the Holder thereof or his attorney duly authorized in writing.

#### 24

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Section 304, 906 or 1107 not involving any transfer.

If the Securities of any series (or of any series and specified tenor) are to be redeemed in part, the Company shall not be required (A) to issue, register the transfer of or exchange any Securities of that series (or of that series and specified tenor, as the case may be) during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of any such Securities selected for redemption under Section 1103 and ending at the close of business on the day of such mailing, or (B) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

The provisions of Clauses (1), (2), (3) and (4) below shall apply only to Global Securities:

(1) Each Global Security authenticated under this Indenture shall be registered in the name of the Depositary designated for such Global Security 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 all purposes of this Indenture.

(2) Notwithstanding any other provision in this Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depositary for such Global Security or a nominee thereof, or a successor Depositary or a nominee thereof, unless (A) such Depositary (i) has notified the Company that it is unwilling or unable to continue as Depositary for such Global

Security and no successor Depositary has been appointed within 90 days thereof or (ii) has ceased to be a clearing agency registered under the Exchange Act and no successor Depositary has been appointed within 90 days thereof, (B) there shall have occurred and be continuing an Event of Default with respect to such Global Security and the Security Registrar shall have received a written request from such Depositary to issue certificated Securities or (C) there shall exist such circumstances, if any, in addition to or in lieu of the foregoing as have been specified for this purpose as contemplated by Section 301.

(3) Subject to Clause (2) above, any exchange of a Global Security for other Securities may be made in whole or in part, and all Securities issued in exchange for a Global Security or any portion thereof shall be registered in such names as the Depositary for such Global Security shall direct.

(4) Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to this Section, Section 304, 306, 906 or 1107 or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such Security is registered in the name of a Person other than the Depositary for such Global Security or a nominee thereof.

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

If any mutilated Security is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

#### 25

If there shall be delivered to the Company and the Trustee (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Security has been acquired by a bona fide purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding. If, after the delivery of such replacement Security, a bona fide purchaser of the original Security in lieu of which such replacement Security was issued presents for payment or registration such original Security, the Trustee shall be entitled to recover such replacement Security from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Company, the Trustee or any Authenticating Agent in connection therewith.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable or is to be converted, the Company in its discretion may, instead of issuing a new Security, pay or authorize the conversion of such Security (without surrender thereof save in the case of a mutilated Security).

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

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

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

#### SECTION 307. Payment of Interest; Interest Rights Preserved.

Except as otherwise provided as contemplated by Section 301 with respect to any series of Securities, interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

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

(1) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Security of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this Clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given to each Holder of Securities of such series in the manner set forth in Section 106, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following Clause (2).

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

Subject to the foregoing provisions of this Section, each 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 accrued and unpaid, and to accrue, which were carried by such other Security.

#### SECTION 308. Persons Deemed Owners.

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

#### SECTION 309. Cancellation.

All Securities surrendered for payment, redemption, purchase, conversion, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it. The Company may at any time deliver to the Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever, and may deliver to the Trustee (or to any other Person for delivery to the Trustee) for cancellation any Securities previously authenticated hereunder which the Company has not issued and sold, and all Securities so delivered shall be promptly cancelled by the Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by the Trustee shall be disposed of as directed by a Company Order and otherwise shall be treated in accordance with the Trustee's document retention policies.

SECTION 310. Computation of Interest.

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

ARTICLE FOUR

SATISFACTION AND DISCHARGE

SECTION 401. Satisfaction and Discharge of Indenture.

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

(1) either

(A) all Securities theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced, converted or paid as provided in Section 306 and (ii) Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for cancellation; or

(B) all such Securities not theretofore delivered to the Trustee for cancellation

(i) have become due and payable, or

(ii) will become due and payable at their Stated Maturity within one year, or

28

(iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in the name, and at the expense, of the Company,

and the Company, in the case of (i), (ii) or (iii) above, has deposited or caused to be deposited with the Trustee as trust funds in trust for the purpose money in an amount sufficient to pay and discharge the entire indebtedness on such Securities not theretofore delivered to the Trustee for cancellation, for principal and any premium and interest to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

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

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

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 607, the obligations of the Trustee to any Authenticating Agent under Section 614 and, if money shall have been deposited with the Trustee pursuant to subclause (B) of Clause (1) of this Section, the obligations of the Trustee under Section 402 and the last paragraph of Section 1003 shall survive.

SECTION 402. Application of Trust Money.

Subject to the provisions of the last paragraph of Section 1003, all money deposited with the Trustee pursuant to Section 401 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 (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal and any premium and interest for whose payment such money has been deposited with the Trustee.

ARTICLE FIVE



SECTION 501. Events of Default.

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

(1) default in the payment of the principal of or any premium on any Security of that series at its Maturity, whether or not prohibited by the provisions of Article Twelve; or

29

(2) default in the payment of any interest upon any Security of that series when it becomes due and payable, and continuance of such default for a period of 30 days, whether or not prohibited by the provisions of Article Twelve; or

(3) default in the deposit of any sinking fund payment, when and as due by the terms of a Security of that series, whether or not prohibited by the provisions of Article Twelve; or

(4) default in the performance, or breach, of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with or which has expressly been included in this Indenture solely for the benefit of series of Securities other than that series), and continuance of such default or breach for a period of 60 days after there has been given, by registered or certified mail, to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or

(5) default in the performance, or breach, of the provisions of Article Eight;

(6) [intentionally omitted];

(7) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or (B) a decree or order adjudging the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary under any applicable Federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary or of any substantial part of its or their property, or ordering the winding up or liquidation of its or their affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 60 consecutive days; or

(8) the commencement by the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary of a voluntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it or them to the entry of a decree or order for relief in respect of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in an involuntary case or proceeding under any applicable Federal or State bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it or them, or the filing by it or them of a petition or answer or consent seeking reorganization or relief under any applicable Federal or State law, or the consent by it or them to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary or of any substantial part of its

or their property, or the making by it or them of an assignment for the benefit of creditors, or the admission by it or them in writing of its or their inability to pay its or their debts generally as they become due, or the taking of corporate action by the Company, any Significant Subsidiary or any group of Subsidiaries that together would constitute a Significant Subsidiary in furtherance of any such action; or

(9) any other Event of Default provided with respect to Securities of that series.

#### SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 501(7) or 501(8)) with respect to Securities of any series at the time Outstanding shall occur and be continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding Securities of that series may declare the principal amount of all the Securities of that series (or, if any Securities of that series are Original Issue Discount Securities, or if the principal amount thereof is not then determinable, such portion of the principal amount of such Securities, or such other amount in lieu of such principal amount, as may be specified by the terms thereof) to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable. If an Event of Default specified in Section 501(7) or 501(8) with respect to Securities of any series at the time Outstanding shall occur, the principal amount of all the Securities of that series (or, if any Securities of that series are Original Issue Discount Securities, or if the principal amount thereof is not then determinable, such portion of the principal amount of such Securities, or such other amount in lieu of such principal amount, as may be specified by the terms thereof) shall automatically, and without any declaration or other action on the part of the Trustee or any Holder, become immediately due and payable.

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

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

(A) all overdue interest on all Securities of that series,

(B) the principal of (and premium, if any, on) any Securities of that series which have become due otherwise than by such declaration of acceleration and any interest thereon at the rate or rates prescribed therefor in such Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate or rates prescribed therefor in such Securities, and

(D) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel;

and

(2) all Events of Default with respect to Securities of that series, other than the non-payment of the principal (or other specified amount) of Securities of that series which has become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513.

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

#### SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Company covenants that if

(1) default is made in the payment of any interest on any Security when such interest becomes due and payable and such default continues for a

period of 30 days, or

(2) default is made in the payment of the principal of (or premium, if any, on) any Security at the 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 any premium and interest and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal and premium and on any overdue interest, at the rate or rates prescribed therefor in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

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

#### SECTION 504. Trustee May File Proofs of Claim.

In case of any judicial proceeding relative to the Company, or any other obligor upon the Securities, or the property or creditors of the Company, or any other obligor upon the Securities, the Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise, to take any and all actions authorized under the Trust Indenture Act in order to have claims of the Holders and the Trustee allowed in any such proceeding. In particular, the Trustee shall be authorized 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 other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 607.

No provision of this Indenture 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

32

in respect of the claim of any Holder in any such proceeding; provided, however, that the Trustee may, on behalf of the Holders, vote for the election of a trustee in bankruptcy or similar official and be a member of a creditors' or other similar committee.

#### SECTION 505. 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 as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the 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 506. Application of Money Collected.

Any money collected by the Trustee pursuant to this Article shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or any premium 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 under Section 607; and

SECOND: Subject to Article Twelve, to the payment of the amounts then due and unpaid for principal of and any premium and interest on the Securities in respect of which or for the benefit of which such money has been collected, ratably, without preference or priority of any kind,

according to the amounts due and payable on such Securities for principal and any premium and interest, respectively.

#### SECTION 507. Limitation on Suits.

No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless

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

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

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

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

33

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

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

#### SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of and any premium and (subject to Section 307) interest on such Security on the respective Stated Maturities expressed in such Security (or, in the case of redemption or offer by the Company to purchase the Securities pursuant to the terms of this Indenture, on the Redemption Date or purchase date, as applicable), or, if applicable, to convert such Security as provided in Article Seventeen, and to institute suit for the enforcement of any such payment or for the enforcement of any such right to convert, and such rights shall not be impaired without the consent of such Holder.

#### SECTION 509. Restoration of Rights and Remedies.

If the Trustee or any Holder has instituted any 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, subject to any determination in such proceeding, the Company, the Trustee and the Holders shall 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 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

#### SECTION 511. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or

34

by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

#### SECTION 512. Control by Holders.

The Holders of a majority in principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Securities of such series, provided that

(1) such direction shall not be in conflict with any rule of law or with this Indenture, and

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

#### SECTION 513. Waiver of Past Defaults.

The Holders of not less than a majority in principal amount of the Outstanding Securities of any series may on behalf of the Holders of all the Securities of such series waive any past default hereunder with respect to such series and its consequences, except a default

(1) in the payment of the principal of or any premium or interest on any Security of such series (including any Security which is required to have been purchased by the Company pursuant to an offer to purchase by the Company made pursuant to the terms of this Indenture), or

(2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

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

#### SECTION 514. Undertaking for Costs.

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, a court may require any party litigant in such suit to file an undertaking to pay the costs of such suit, and may assess costs against any such party litigant, in the manner and to the extent provided in the Trust Indenture Act; provided that neither this Section nor the Trust Indenture Act shall be deemed to authorize any court to require such an undertaking or to make such an assessment in any suit instituted by the Company.

#### SECTION 515. Waiver of Usury, Stay or Extension Laws.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any usury, stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or

35

the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 601. Certain Duties and Responsibilities.

The duties and responsibilities of the Trustee shall be as provided by the Trust Indenture Act. Notwithstanding the foregoing, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 602. Notice of Defaults.

If a default occurs hereunder with respect to Securities of any series, the Trustee shall give the Holders of Securities of such series notice of such default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any default of the character specified in Section 501(4) with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of such series.

SECTION 603. Certain Rights of Trustee.

Subject to the provisions of Section 601:

(1) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, 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;

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

(3) 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

36

Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate;

(4) the Trustee may consult with counsel and the written 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;

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

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

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

(8) the Trustee is not required to take notice or deemed to have notice of any default or Event of Default hereunder, except Events of Default under Section 501, subsections (1), (2) and (3), unless a

Responsible Officer of the Trustee has actual knowledge thereof or has received notice in writing of such default or Event of Default from the Company or the Holders of at least 25% in aggregate principal amount of the Outstanding Securities, and in the absence of any such notice, the Trustee may conclusively assume that no such default or Event of Default exists;

(9) the Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture;

(10) in the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders of Securities, each representing less than a majority in aggregate principal amount of the Securities Outstanding, pursuant to the provisions of this Indenture, the Trustee, in its sole discretion, may determine what action, if any, shall be taken;

(11) the Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the defeasance or discharge of this Indenture and final payment of the Securities;

(12) the permissive right of the Trustee to take the actions permitted by this Indenture shall not be construed as an obligation or duty to do so; and

37

(13) except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Securities, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Securities.

#### SECTION 604. Not Responsible for Recitals or Issuance of Securities.

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 neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Securities. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Company of Securities or the proceeds thereof.

#### SECTION 605. May Hold Securities.

The Trustee, any Authenticating Agent, any Paying Agent, any Security Registrar or any other agent of the Company, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Company with the same rights it would have if it were not Trustee, Authenticating Agent, Paying Agent, Security Registrar or such other agent.

#### SECTION 606. Money Held in Trust.

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

#### SECTION 607. Compensation and Reimbursement.

The Company agrees

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

(2) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its gross negligence or bad faith; and

(3) to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of

38

its powers or duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default specified in paragraph (7) or (8) of Section 501 of this Indenture, such expenses and the compensation for such services are intended to constitute expenses of administration under any Insolvency or Liquidation Proceeding. For the purposes of this paragraph, "Insolvency or Liquidation Proceeding" means, with respect to any Person, (a) an insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or similar case or proceeding in connection therewith, relative to such Person or its creditors, as such, or its assets, or (b) any liquidation, dissolution or other winding-up proceeding of such Person, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy or (c) any assignment for the benefit of creditors or any other marshaling of assets and liabilities of such Person.

#### SECTION 608. Conflicting Interests.

If the Trustee has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, the Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. To the extent permitted by such Act, the Trustee shall not be deemed to have a conflicting interest by virtue of being a trustee under this Indenture with respect to Securities of more than one series.

#### SECTION 609. Corporate Trustee Required; Eligibility.

There shall at all times be one (and only one) Trustee hereunder with respect to the Securities of each series, which may be Trustee hereunder for Securities of one or more other series. Each Trustee shall be a Person that is eligible pursuant to the Trust Indenture Act to act as such, and has a combined capital and surplus of at least \$50,000,000. If any such Person publishes reports of condition at least annually, pursuant to law or to the requirements of its supervising or examining authority, then for the purposes of this Section and to the extent permitted by the Trust Indenture Act, the combined capital and surplus of such Person 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 with respect to the Securities of any series shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

#### SECTION 610. Resignation and Removal; Appointment of Successor.

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

The Trustee may resign at any time with respect to the Securities of one or more series by giving written notice thereof to the Company. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

The Trustee may be removed at any time with respect to the Securities of any series by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series, delivered to the Trustee and to the Company.

39

If at any time:

(1) the Trustee shall fail to comply with Section 608 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

(2) the Trustee shall cease to be eligible under Section 609 and



shall fail to resign after written request therefor by the Company or by any such Holder, 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 such case, (A) the Company by a Board Resolution may remove the Trustee with respect to all Securities, or (B) subject to Section 514, any Holder 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 with respect to all Securities and the appointment of a successor Trustee or Trustees.

If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, with respect to the Securities of one or more series, the Company, by a Board Resolution, shall promptly appoint a successor Trustee or Trustees with respect to the Securities of that or those series (it being understood that any such successor Trustee may be appointed with respect to the Securities of one or more or all of such series and that at any time there shall be only one Trustee with respect to the Securities of any particular series) and shall comply with the applicable requirements of Section 611. If, within one year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of any series shall be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Company and the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment in accordance with the applicable requirements of Section 611, become the successor Trustee with respect to the Securities of such series and to that extent supersede the successor Trustee appointed by the Company. If no successor Trustee with respect to the Securities of any series shall have been so appointed by the Company or the Holders and accepted appointment in the manner required by Section 611, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

The Company shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series to all Holders of Securities of such series in the manner provided in Section 106. Each notice shall include the name of the successor Trustee with respect to the Securities of such series and the address of its Corporate Trust Office.

#### SECTION 611. Acceptance of Appointment by Successor.

In case of the appointment hereunder of a successor Trustee with respect to all Securities, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company, and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of

the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Company or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the Company, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver an indenture supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee, and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or

in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indenture the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the Company or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

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

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

#### SECTION 612. 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 the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such Person shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. As soon as practicable, the successor Trustee shall mail a notice of its succession to the Company and the Holders of the Securities then Outstanding. In case any Securities shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the

41

Securities so authenticated with the same effect as if such successor Trustee had itself authenticated such Securities.

#### SECTION 613. Preferential Collection of Claims Against Company .

If and when the Trustee shall be or become a creditor of the Company, or any other obligor upon the Securities, the Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Company, or any such other obligor.

#### SECTION 614. Appointment of Authenticating Agent.

The Trustee may appoint an Authenticating Agent or Agents with respect to one or more series of Securities which shall be authorized to act on behalf of the Trustee to authenticate Securities of such series issued upon original issue and upon exchange, registration of transfer, conversion or partial redemption thereof or pursuant to Section 306, and Securities so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Securities by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and shall at all times be a Person organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than \$50,000,000 and subject to supervision or examination by Federal or State authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any Person into which an Authenticating Agent may be merged or

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

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Company and shall give notice of such appointment in the manner provided in Section 106 to all Holders of Securities of the series with respect to which such Authenticating Agent will serve. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor

42

hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Trustee agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section, and the Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 607.

If an appointment with respect to one or more series is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternative certificate of authentication in the following form:

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

-----,  
As Trustee

Date of authentication: ----- By -----  
As Authenticating Agent

By -----  
Authorized Signatory

ARTICLE SEVEN

HOLDERS' LISTS AND REPORTS BY TRUSTEE AND COMPANY

SECTION 701. Company to Furnish Trustee Names and Addresses of Holders.

The Company will furnish or cause to be furnished to the Trustee

(1) semi-annually, not later than March 1 and September 1 in each year, a list, in such form as the Trustee may reasonably require, of the names and addresses of the Holders of Securities of each series as of the preceding February 15 or August 15, as the case may be, and

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

excluding from any such list names and addresses received by the Trustee in its capacity as Security Registrar.

SECTION 702. Preservation of Information; Communications to Holders.

The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to the Trustee as provided in Section 701 and the names and addresses of Holders received by the Trustee in its capacity as Security Registrar. The

Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished.

The rights of Holders to communicate with other Holders with respect to their rights under this Indenture or under the Securities, and the corresponding rights and privileges of the Trustee, shall be as provided by the Trust Indenture Act.

Every Holder of Securities, by receiving and holding the same, agrees with the Company and the Trustee that neither the Company, nor the Trustee nor any agent of any of them shall be held accountable by reason of any disclosure of information as to names and addresses of Holders made pursuant to the Trust Indenture Act.

#### SECTION 703. Reports by Trustee.

The Trustee shall transmit to Holders such reports concerning the Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto.

A copy of each such report shall, at the time of such transmission to Holders, be filed by the Trustee with each stock exchange upon which any Securities are listed, with the Commission and with the Company. The Company will notify the Trustee when any Securities are listed on any stock exchange.

#### SECTION 704. Reports by Company.

The Company shall file with the Trustee and the Commission, and transmit to Holders, such information, documents and other reports, and such summaries thereof, as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant to such Act; provided that any such information, documents or reports required to be filed with the Commission pursuant to Section 13 or 15(d) of the Exchange Act shall be filed with the Trustee within 15 days after the same is so required to be filed with the Commission.

### ARTICLE EIGHT

#### CONSOLIDATION, MERGER, CONVEYANCE, TRANSFER OR LEASE

#### SECTION 801. Company May Consolidate, Etc., Only on Certain Terms.

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

(1) in a transaction in which the Company does not survive or in which the Company transfers, conveys, sells, leases or otherwise disposes of all or substantially all of its assets, the successor entity (for purposes of this Article Eight, a "Successor Company") shall be a corporation, partnership, trust or other entity organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia, and shall expressly assume, by an indenture

supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of every covenant of this Indenture on the part of the Company to be performed or observed;

(2) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company or any Subsidiary as a result of such transaction as having been incurred by the Company or such Subsidiary at the time of such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing;

(3) any other conditions provided pursuant to Section 301 with respect to the Securities of a series are satisfied; and

(4) the Company has delivered to the Trustee an Officer's

Certificate and an Opinion of Counsel, each stating that such consolidation, merger or disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with this Article and that all conditions precedent herein provided for relating to such transaction have been complied with.

SECTION 802. [intentionally omitted]

SECTION 803. Successor Substituted.

Upon any consolidation of the Company with, or merger of the Company into, any other Person or any transfer, conveyance, sale, lease or other disposition of all or substantially all of the assets of the Company in accordance with Section 801, the Successor Company 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 NINE

##### SUPPLEMENTAL INDENTURES

SECTION 901. Supplemental Indentures Without Consent of Holders.

Without the consent of any Holders, the Company, when authorized by a Board Resolution, and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any of the following purposes:

(1) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company herein and in the Securities; or

45

(2) to add to the covenants of the Company for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Company; or

(3) to add any additional Events of Default for the benefit of the Holders of all or any series of Securities (and if such additional Events of Default are to be for the benefit of less than all series of Securities, stating that such additional Events of Default are expressly being included solely for the benefit of such series); or

(4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons, or to permit or facilitate the issuance of Securities in uncertificated form; or

(5) to add to, change or eliminate any of the provisions of this Indenture in respect of one or more series of Securities, provided that any such addition, change or elimination (A) shall neither (i) apply to any Security of any series created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the Holder of any such Security with respect to such provision or (B) shall become effective only when there is no such Security Outstanding; or

(6) to secure the Securities; or

(7) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or

(8) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611; or

(9) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein, or to make any other provisions with respect to matters or

questions arising under this Indenture, provided that such action pursuant to this Clause (9) shall not adversely affect the interests of the Holders of Securities of any series in any material respect; or

(10) [intentionally omitted]; or

(11) to provide for adjustment of conversion rights pursuant to Section 1705 hereof.

#### SECTION 902. Supplemental Indentures With Consent of Holders.

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected by such supplemental indenture, by Act of said Holders delivered to the Company, and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any

46

manner the rights of the Holders of Securities of such series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby,

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security or any other Security which would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502, or change any Place of Payment where, or the coin or currency in which, any Security or any premium or interest thereon is payable, or impair the right to institute suit for the enforcement of (a) any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date or in the case of an offer to purchase Securities which has been made pursuant to a covenant contained in this Indenture, on or after the applicable purchase date) or (b) any conversion right with respect to any Security, or modify the provisions of this Indenture with respect to (x) the subordination of the Securities or (y) the conversion of the Securities, in either case in a manner adverse to the Holders; or

(2) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture; or

(3) modify any of the provisions of this Section, Section 502, Section 513 or Section 1009, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section and Section 1009, or the deletion of this proviso, in accordance with the requirements of Sections 611 and 901(8); or

(4) following the making of an offer to purchase Securities which has been made pursuant to a covenant contained in this Indenture, modify the provisions of this Indenture with respect to such offer to purchase in a manner adverse to such Holder.

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

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

#### SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an

Certificate and Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures.

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

SECTION 905. Conformity with Trust Indenture Act.

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

SECTION 906. Reference in Securities to Supplemental Indentures.

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

ARTICLE TEN

COVENANTS

SECTION 1001. Payment of Principal, Premium and Interest.

The Company covenants and agrees for the benefit of each series of Securities that it will duly and punctually pay the principal of and any premium and interest on the Securities of that series in accordance with the terms of the Securities and this Indenture. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company, holds as of 11:00 a.m. New York time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due, unless such payment is prohibited by the provisions of Article Twelve.

SECTION 1002. Maintenance of Office or Agency.

The Company will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment or, if applicable, for conversion, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Company in respect of the Securities of that series and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust 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 also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in each Place of Payment for Securities of any series for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 1003. Money for Securities Payments to Be Held in Trust.

If the Company shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of or any premium or interest on any of the Securities of that series, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and any premium and interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided and will promptly notify the Trustee of its action or failure so to act.

Whenever the Company shall have one or more Paying Agents for any series of Securities, it will, prior to each due date of the principal of or any premium or interest on any Securities of that series, deposit with a Paying Agent a sum sufficient to pay such amount, such sum to be held as provided by the Trust Indenture Act, and (unless such Paying Agent is the Trustee) the Company will promptly notify the Trustee of its action or failure so to act.

The Company will cause each Paying Agent for any series of Securities other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent will (1) comply with the provisions of the Trust Indenture Act applicable to it as a Paying Agent and (2) during the continuance of any default by the Company, or any other obligor upon the Securities of that series in the making of any payment in respect of the Securities of that series, upon the written request of the Trustee, forthwith pay to the Trustee all sums held in trust by such Paying Agent for payment in respect of the Securities of that series.

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

49

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 any premium or interest on any Security of any series and remaining unclaimed for two years after such principal, premium or interest has become due and payable shall be paid to the Company on Company Request, or (if then held by the Company) shall be discharged from such trust; and the Holder of such 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, 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 be repaid to the Company.

SECTION 1004. Statement by Officers as to Default.

(a) The Company will deliver to the Trustee, within 90 days after the end of each fiscal year of the Company ending after the date hereof, an Officer's Certificate, stating whether or not to the best knowledge of the signers thereof the Company, is in default in the performance and observance of any of the terms, provisions and conditions of this Indenture (without regard to any period of grace or requirement of notice provided hereunder) and, if the Company shall be in default, specifying all such defaults and the nature and status thereof of which they may have knowledge.

(b) The Company shall deliver to the Trustee, as soon as possible and in any event within five days after the Company becomes aware of the occurrence of an Event of Default or an event which, with notice or the lapse of time or both, would constitute an Event of Default, an Officer's Certificate setting forth the details of such Event of Default or default, and the action which the Company proposes to take with respect thereto.

SECTION 1005. Existence.

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



rights (charter and statutory) and franchises of the Company; provided, however, that the Company shall not be required to preserve any such right or franchise if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and that the loss thereof is not disadvantageous in any material respect to the Holders.

#### SECTION 1006. Maintenance of Properties.

The Company will cause all properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times; provided, however, that nothing in this Section shall prevent the Company from discontinuing the operation or maintenance of any of such properties if such discontinuance is, in the

50

judgment of the Company, desirable in the conduct of its business or the business of any Subsidiary and not disadvantageous in any material respect to the Holders.

#### SECTION 1007. Payment of Taxes and Other Claims.

The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges levied or imposed upon the Company or any Subsidiary or upon the income, profits or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies which, if unpaid, might by law become a lien upon the property of the Company or any Subsidiary; provided, however, that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

#### SECTION 1008. Maintenance of Insurance.

The Company shall, and shall cause its Subsidiaries to, keep at all times all of their properties which are of an insurable nature insured against loss or damage with insurers believed by the Company to be responsible to the extent that property of similar character is usually so insured by corporations similarly situated and owning like properties in accordance with good business practice.

#### SECTION 1009. Waiver of Certain Covenants.

Except as otherwise specified as contemplated by Section 301 or Section 902 for Securities of such series, the Company may, with respect to the Securities of any series, omit in any particular instance to comply with any term, provision or condition set forth in any covenant provided pursuant to Section 301(22), 901(2) or 901(7) for the benefit of the Holders of such series if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of such series shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

### ARTICLE ELEVEN

#### REDEMPTION OF SECURITIES

#### SECTION 1101. Applicability of Article.

Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for such Securities) in accordance with this Article.

51

#### SECTION 1102. Election to Redeem; Notice to Trustee.

The election of the Company to redeem any Securities shall be evidenced by a Board Resolution or in another manner specified as contemplated by Section 301 for such Securities. In case of any redemption at the election of the Company of less than all the Securities of any series (including any such redemption affecting only a single Security), the Company shall, at least 45 days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date, of the principal amount of Securities of such series to be redeemed and, if applicable, of the tenor of the Securities to be redeemed. In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Company shall furnish the Trustee with an Officer's Certificate evidencing compliance with such restriction.

#### SECTION 1103. Selection by Trustee of Securities to Be Redeemed.

If less than all the Securities of any series are to be redeemed (unless all the Securities of such series and of a specified tenor are to be redeemed or unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series not previously called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of a portion of the principal amount of any Security of such series, provided that the unredeemed portion of the principal amount of any Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security. If less than all the Securities of such series and of a specified tenor are to be redeemed (unless such redemption affects only a single Security), the particular Securities to be redeemed shall be selected not more than 60 days prior to the Redemption Date by the Trustee, from the Outstanding Securities of such series and specified tenor not previously called for redemption in accordance with the preceding sentence.

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

The provisions of the two preceding paragraphs shall not apply with respect to any redemption affecting only a single Security, whether such Security is to be redeemed in whole or in part. In the case of any such redemption in part, the unredeemed portion of the principal amount of the Security shall be in an authorized denomination (which shall not be less than the minimum authorized denomination) for such Security.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed. If any Security selected for partial redemption is surrendered for conversion after such selection, the converted portion of such Security shall be deemed (so far as may be) to be the portion selected for redemption. Upon any redemption of less than all the Securities of a series, for purposes of selection for redemption the Company and the Trustee may treat as Outstanding Securities surrendered for conversion during the period of 15 days next preceding the mailing of a notice of redemption, and need not treat as Outstanding any Security authenticated and delivered during such period in exchange for the unconverted portion of any Security converted in part during such period.

#### SECTION 1104. Notice of Redemption.

Notice of redemption shall be given by first-class mail, postage prepaid, mailed not less than 30 nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed, at his address appearing in the Security Register.

All notices of redemption shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;

(3) if less than all the Outstanding Securities of any series consisting of more than a single Security are to be redeemed, the identification (and, in the case of partial redemption of any such Securities, the principal amounts) of the particular Securities to be redeemed and, if less than all the Outstanding Securities of any series consisting of a single Security are to be redeemed, the principal amount of the particular Security to be redeemed;

(4) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date (unless the Company shall default on such payment);

(5) the place or places where each such Security is to be surrendered for payment of the Redemption Price;

(6) that the redemption is for a sinking fund, if such is the case; and

(7) if applicable, the Conversion Price then in effect and the date on which the right to convert the Securities or portions thereof to be redeemed will expire (unless the Company shall default on such payment).

Notice of redemption of Securities to be redeemed at the election of the Company shall be given by the Company or, at the Company's request, by the Trustee in the name and at the expense of the Company and shall be irrevocable.

#### SECTION 1105. Deposit of Redemption Price.

On or prior to any Redemption Date, the Company shall deposit with the Trustee or with a Paying Agent (or, if the Company is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities which are to be redeemed on that date. If any Security called for redemption is converted pursuant hereto, any money deposited with the Trustee or any Paying Agent or so segregated and held in trust for the redemption of such Security shall be paid to the Company upon delivery of a Company Request to the Trustee or such Paying Agent, or, if then held by the Company, shall be discharged from such trust.

#### 53

#### SECTION 1106. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Company shall default in the payment of the Redemption Price and accrued interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Company at the Redemption Price, together with accrued interest to the Redemption Date; provided, however, that, unless otherwise specified as contemplated by Section 301, installments of interest whose Stated Maturity is on or prior to the Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

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

#### SECTION 1107. Securities Redeemed in Part.

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

### ARTICLE TWELVE

#### SUBORDINATION OF SECURITIES

#### SECTION 1201. Applicability of Article.

Unless otherwise provided with respect to the Securities of any series in or pursuant to the Board Resolution or supplemental indenture establishing such series of Securities pursuant to Section 301, the provisions of this Article shall be applicable to each series of Securities.

SECTION 1202. Securities Subordinate to Senior Debt.

The Company covenants and agrees, and each Holder of a Security, by his acceptance thereof, likewise covenants and agrees, that, to the extent and in the manner hereinafter set forth in this Article (subject to the provisions of Article Four and Article Fifteen), the payment of the principal of (and premium, if any) and interest on each and all of the Securities of such series are hereby expressly made subordinate and subject in right of payment to the prior payment in full of all Senior Debt of the Company.

No provisions of this Article Twelve shall prevent the occurrence of any Event of Default.

54

SECTION 1203. Payment Over of Proceeds Upon Dissolution, Etc.

In the event of (a) any insolvency or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding in connection therewith, relative to the Company or to its creditors, as such, or to its assets, or (b) any liquidation, dissolution or other winding up of the Company, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (c) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of the Company, then and in any such event specified in (a), (b) or (c) above (each such event, if any, herein sometimes referred to as a "Proceeding") the holders of Senior Debt of the Company shall be entitled to receive payment in full of all amounts due or to become due on or in respect of all Senior Debt of the Company, or provision shall be made for such payment in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt of the Company, before the Holders of the Securities are entitled to receive any payment or distribution of any kind or character, whether in cash, property or securities (including any payment or distribution which may be payable or deliverable by reason of the payment of any other Debt of the Company subordinated to the payment of the Securities, such payment or distribution being hereinafter referred to as a "Junior Subordinated Payment"), on account of principal of (or premium, if any) or interest on the Securities or on account of any purchase or other acquisition of Securities by the Company or any Subsidiary of the Company (all such payments, distributions, purchases and acquisitions, other than the payment or distribution of stock or securities of the Company referred to in the second succeeding paragraph, herein referred to, individually and collectively, as a "Securities Payment"), and to that end the holders of Senior Debt of the Company shall be entitled to receive, for application to the payment thereof, any Securities Payment which may be payable or deliverable in respect of the Securities in any such Proceeding.

In the event that, notwithstanding the foregoing provisions of this Section, the Trustee or the Holder of any Security shall have received any Securities Payment before all Senior Debt of the Company is paid in full or payment thereof provided for in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt of the Company, and if such fact shall, at or prior to the time of such Securities Payment, have been made known to the Trustee or, as the case may be, such Holder, then and in such event such Securities Payment shall be paid over or delivered forthwith to the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee, agent or other Person making payment or distribution of assets of the Company for application to the payment of all Senior Debt of the Company remaining unpaid, to the extent necessary to pay all Senior Debt of the Company in full, after giving effect to any concurrent payment or distribution to or for the holders of Senior Debt of the Company.

For purposes of this Article only, the words "any payment or distribution of any kind or character, whether in cash, property or securities" shall not be deemed to include a payment or distribution of stock or securities of the Company provided for by a plan of reorganization or readjustment authorized by an order or decree of a court of competent jurisdiction in a reorganization proceeding under any applicable bankruptcy law or of any other corporation provided for by such plan of reorganization or readjustment which stock or securities are subordinated in right of payment to all then outstanding Senior Debt of the Company to substantially the same extent as the Securities are so subordinated as provided in this Article. The consolidation of the Company with, or the merger of the Company into, another Person or the liquidation or dissolution of the Company following the conveyance or transfer of all or substantially all of its properties and assets as an entirety to another Person upon the terms and conditions set forth in Article Eight shall not be deemed a Proceeding for the purposes of this Section if the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or transfer such properties and assets as an entirety, as the case may be, shall, as a part of such consolidation, merger, conveyance or transfer, comply with the conditions set forth in Article Eight.

## SECTION 1204. No Payment When Senior Debt of the Company in Default.

In the event that any Senior Payment Default (as defined below) shall have occurred and be continuing, then no Securities Payment shall be made unless and until such Senior Payment Default shall have been cured or waived or shall have ceased to exist or all amounts then due and payable in respect of Senior Debt of the Company shall have been paid in full, or provision shall have been made for such payment in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt of the Company; provided, however, that nothing in this Section shall prevent the satisfaction of any sinking fund payment in accordance with Article Sixteen by delivering and crediting pursuant to Section 1602 Securities which have been acquired (upon redemption or otherwise) prior to such Senior Payment Default.

"Senior Payment Default" means any default in the payment of principal of (or premium, if any) or interest on any Senior Debt of the Company when due, whether at the Stated Maturity of any such payment or by declaration of acceleration, call for redemption or otherwise.

In the event that any Senior Nonmonetary Default (as defined below) shall have occurred and be continuing, then, upon the receipt by the Company and the Trustee of written notice of such Senior Nonmonetary Default from any holder, or agent for the holders, of the Designated Senior Debt which is the subject of such Senior Nonmonetary Default, no Securities Payment shall be made during the period (the "Payment Blockage Period") commencing on the date of such receipt of such written notice and ending on the earlier of (i) the date on which such Senior Nonmonetary Default shall have been cured or waived or shall have ceased to exist or all Designated Senior Debt that is the subject of such Senior Nonmonetary Default shall have been discharged; (ii) the 179th day after the date of such receipt of such written notice; and (iii) the date on which the Payment Blockage Period shall have been terminated by written notice to the Company or the Trustee from the agent for the Designated Senior Debt initiating the Payment Blockage Period; provided, however, that nothing in this Section shall prevent the satisfaction of any sinking fund payment in accordance with Article Sixteen by delivering and crediting pursuant to Section 1602 Securities which have been acquired (upon redemption or otherwise) prior to the date of such receipt of such written notice. No more than one Payment Blockage Period may be commenced with respect to the Securities during any 360-day period and there shall be a period of at least 181 consecutive days in each 360-day period when no Payment Blockage Period is in effect. For all purposes of this paragraph, no Senior Payment Default or Senior Nonmonetary Default that existed or was continuing on the date of commencement of any Payment Blockage Period shall be, or be made, the basis for the commencement of a subsequent Payment Blockage Period, whether or not within a period of 360 consecutive days, unless such Senior Payment Default or Senior Nonmonetary Default shall have been cured for a period of not less than 90 consecutive days.

"Senior Nonmonetary Default" means the occurrence or existence and continuance of any event of default with respect to any Designated Senior Debt, other than a Senior Payment Default, permitting the holders of such Designated Senior Debt (or a trustee or agent on behalf of the holders thereof) to declare such Designated Senior Debt due and payable prior to the date on which it would otherwise become due and payable.

In the event that, notwithstanding the foregoing, the Company shall make any Securities Payment to the Trustee or any Holder prohibited by the foregoing provisions of this Section, and if such fact shall, at or prior to the time of such Securities Payment, have been made known to the Trustee or, as the case

may be, such Holder, then and in such event such Securities Payment shall be paid over and delivered forthwith to the Company.

The provisions of this Section shall not apply to any Securities Payment with respect to which Section 1203 would be applicable.

## SECTION 1205. Payment Permitted If No Default.

Nothing contained in this Article or elsewhere in this Indenture or in any of the Securities shall prevent (a) the Company, at any time except during the pendency of any Proceeding referred to in Section 1203 or under the conditions described in Section 1204, from making Securities Payments, or (b) the application by the Trustee of any money deposited with it hereunder to Securities Payments or the retention of such Securities Payment by the Holders, if, at the time of such application by the Trustee, it did not have knowledge that such Securities Payment would have been prohibited by the provisions of this Article.

SECTION 1206. Subrogation to Rights of Holders of Senior Debt of the Company.

Subject to the payment in full of all amounts due or to become due on or in respect of Senior Debt of the Company, or the provision for such payment in cash or cash equivalents or otherwise in a manner satisfactory to the holders of Senior Debt of the Company, the Holders of the Securities shall be subrogated to the rights of the holders of such Senior Debt of the Company to receive payments and distributions of cash, property and securities applicable to the Senior Debt of the Company until the principal of (and premium, if any) and interest on the Securities shall be paid in full. For purposes of such subrogation, no payments or distributions to the holders of the Senior Debt of the Company of any cash, property or securities to which the Holders of the Securities or the Trustee would be entitled except for the provisions of this Article, and no payments over pursuant to the provisions of this Article to the holders of Senior Debt of the Company by Holders of the Securities or the Trustee, shall, as among the Company, its creditors other than holders of Senior Debt of the Company and the Holders of the Securities, be deemed to be a payment or distribution by the Company to or on account of the Senior Debt of the Company.

57

SECTION 1207. Provisions Solely to Define Relative Rights.

The provisions of this Article are and are intended solely for the purpose of defining the relative rights of the Holders on the one hand and the holders of Senior Debt of the Company on the other hand. Nothing contained in this Article or elsewhere in this Indenture or in the Securities is intended to or shall (a) impair, as among the Company, its creditors other than holders of Senior Debt of the Company and the Holders of the Securities, the obligation of the Company, which is absolute and unconditional (and which, subject to the rights under this Article of the holders of Senior Debt of the Company, is intended to rank equally with all other general obligations of the Company), to pay to the Holders of the Securities the principal of (and premium, if any) and interest on the Securities as and when the same shall become due and payable in accordance with their terms; or (b) affect the relative rights against the Company of the Holders of the Securities and creditors of the Company other than the holders of Senior Debt of the Company; or (c) prevent the Trustee or the Holder of any Security from exercising all remedies otherwise permitted by applicable law upon default under this Indenture, subject to the rights, if any, under this Article of the holders of Senior Debt of the Company to receive cash, property and securities otherwise payable or deliverable to the Trustee or such Holder.

SECTION 1208. Trustee to Effectuate Subordination.

Each Holder of a Security by his acceptance thereof authorizes and directs the Trustee on his behalf to take such action as may be necessary or appropriate to effectuate the subordination provided in this Article and appoints the Trustee his attorney-in-fact for any and all such purposes.

SECTION 1209. No Waiver of Subordination Provisions.

No right of any present or future holder of any Senior Debt of the Company to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof any such holder may have or be otherwise charged with.

Without in any way limiting the generality of the foregoing paragraph, the holders of Senior Debt of the Company may, at any time and from time to time, without the consent of or notice to the Trustee or the Holders of the Securities, without incurring responsibility to the Holders of the Securities and without impairing or releasing the subordination provided in this Article or the obligations hereunder of the Holders of the Securities to the holders of Senior Debt of the Company, do any one or more of the following: (i) change the manner, place or terms of payment or extend the time of payment of, or renew or alter, Senior Debt of the Company, or otherwise amend or supplement in any manner Senior Debt of the Company or any instrument evidencing the same or any agreement under which Senior Debt of the Company is outstanding; (ii) sell, exchange, release or otherwise deal with any property pledged, mortgaged or otherwise securing Senior Debt of the Company; (iii) release any Person liable in any manner for the collection of Senior Debt of the Company; and (iv) exercise or refrain from exercising any rights against the Company and any other Person.

58

SECTION 1210. Notice to Trustee.

The Company shall give prompt written notice to the Trustee of any fact known to the Company which would prohibit the making of any payment to or by the Trustee in respect of the Securities. Notwithstanding the provisions of this Article or any other provision of this Indenture, the Trustee shall not be charged with knowledge of the existence of any facts which would prohibit the making of any payment to or by the Trustee in respect of the Securities, unless and until the Trustee shall have received written notice thereof from the Company or a holder of Senior Debt of the Company or from any trustee therefor; and, prior to the receipt of any such written notice, the Trustee, subject to the provisions of Section 601, shall be entitled in all respects to assume that no such facts exist; provided, however, that if the Trustee shall not have received the notice provided for in this Section at least three Business Days prior to the date upon which by the terms hereof any money may become payable for any purpose (including, without limitation, the payment of the principal of (and premium, if any) or interest on any Security), then, anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such money and to apply the same to the purpose for which such money was received and shall not be affected by any notice to the contrary which may be received by it within three Business Days prior to such date.

Subject to the provisions of Section 601, the Trustee shall be entitled to rely on the delivery to it of a written notice by a Person representing himself to be a holder of Senior Debt of the Company (or a trustee or other representative therefor) to establish that such notice has been given by a holder of Senior Debt of the Company (or a trustee therefor). In the event that the Trustee determines in good faith that further evidence is required with respect to the right of any Person as a holder of Senior Debt of the Company to participate in any payment or distribution pursuant to this Article, the Trustee may request such Person to furnish evidence to the reasonable satisfaction of the Trustee as to the amount of Senior Debt of the Company held by such Person, the extent to which such Person is entitled to participate in such payment or distribution and any other facts pertinent to the rights of such Person under this Article, and if such evidence is not furnished, the Trustee may defer any payment to such Person pending judicial determination as to the right of such Person to receive such payment.

#### SECTION 1211. Reliance on Judicial Order or Certificate of Liquidating Agent.

Upon any payment or distribution of assets of the Company referred to in this Article, the Trustee, subject to the provisions of Section 601, and the Holders of the Securities shall be entitled to rely upon any order or decree entered by any court of competent jurisdiction in which such Proceeding is pending, or a certificate of the trustee in bankruptcy, receiver, liquidating trustee, custodian, assignee for the benefit of creditors, agent or other Person making such payment or distribution, delivered to the Trustee or to the Holders of Securities, for the purpose of ascertaining the Persons entitled to participate in such payment or distribution, the holders of the Senior Debt of the Company and other indebtedness of the Company, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Article.

59

#### SECTION 1212. Trustee Not Fiduciary for Holders of Senior Debt of the Company.

The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Debt of the Company and shall not be liable to any such holders if it shall in good faith mistakenly pay over or distribute to Holders of Securities or to the Company, or to any other Person cash, property or securities to which any holders of Senior Debt of the Company shall be entitled by virtue of this Article or otherwise.

#### SECTION 1213. Rights of Trustee as Holder of Senior Debt of the Company; Preservation of Trustee's Rights.

The Trustee in its individual capacity shall be entitled to all the rights set forth in this Article with respect to any Senior Debt of the Company which may at any time be held by it, to the same extent as any other holder of Senior Debt of the Company, and nothing in this Indenture shall deprive the Trustee of any of its rights as such holder.

Nothing in this Article shall apply to claims of, or payments to, the Trustee under or pursuant to Section 607.

#### SECTION 1214. Article Applicable to Paying Agents.

In case at any time any Paying Agent other than the Trustee shall have been appointed by the Company and be then acting hereunder, the term "Trustee" as used in this Article shall in such case (unless the context otherwise requires) be construed as extending to and including such Paying Agent within

its meaning as fully for all intents and purposes as if such Paying Agent were named in this Article in addition to or in place of the Trustee; provided, however, that Section 1213 shall not apply to the Company, or any Affiliate of the Company if it or such Affiliate acts as Paying Agent.

SECTION 1215. Defeasance of this Article Twelve.

The subordination of the Securities of a series provided by this Article Twelve is expressly made subject to the provisions for satisfaction and discharge in Article Four and the provisions for defeasance or covenant defeasance in Article Fifteen hereof and, anything herein to the contrary notwithstanding, upon the effectiveness of any such satisfaction and discharge, defeasance or covenant defeasance, the Securities of such series then outstanding shall thereupon cease to be subordinated pursuant to this Article Twelve.

ARTICLE THIRTEEN

[intentionally omitted]

ARTICLE FOURTEEN

[intentionally omitted]

60

ARTICLE FIFTEEN

DEFEASANCE AND COVENANT DEFEASANCE

SECTION 1501. Company's Option to Effect Defeasance or Covenant Defeasance.

The Company may elect, at its option at any time, to have Section 1502 or Section 1503 applied to any Securities or any series of Securities, as the case may be, designated pursuant to Section 301 as being defeasible pursuant to such Section 1502 or 1503, in accordance with any applicable requirements provided pursuant to Section 301 and upon compliance with the conditions set forth below in this Article. Any such election shall be evidenced in or pursuant to a Board Resolution or in another manner specified as contemplated by Section 301 for such Securities.

SECTION 1502. Defeasance and Discharge.

Upon the Company's exercise of its option (if any) to have this Section applied to any Securities or any series of Securities, as the case may be, the Company shall be deemed to have been discharged from its obligations and the provisions of Article Twelve shall cease to be effective, with respect to such Securities as provided in this Section on and after the date the conditions set forth in Section 1504 are satisfied (hereinafter called "Defeasance"). For this purpose, such Defeasance means that the Company shall be deemed to have paid and discharged the entire indebtedness represented by such Securities and to have satisfied all its other obligations under such Securities and this Indenture insofar as such Securities are concerned (and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging the same), subject to the following which shall survive until otherwise terminated or discharged hereunder: (1) the rights of Holders of such Securities to receive, solely from the trust fund described in Section 1504 and as more fully set forth in such Section, payments in respect of the principal of and any premium and interest on such Securities when payments are due, or to convert such Securities in accordance with the provisions of Article Seventeen, (2) the Company's obligations with respect to such Securities under Sections 304, 305, 306, 1002 and 1003 and, if applicable, Article Seventeen, (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder, and (4) this Article. Subject to compliance with this Article, the Company may exercise its option (if any) to have this Section applied to any Securities notwithstanding the prior exercise of its option (if any) to have Section 1503 applied to such Securities.

SECTION 1503. Covenant Defeasance.

Upon the Company's exercise of its option (if any) to have this Section applied to any Securities or any series of Securities, as the case may be, (1) the Company shall be released from its obligations under Section 801(3), Sections 1006 through 1008, inclusive, and any covenants provided pursuant to Section 301(22), 901(2), or 901(7) for the benefit of the Holders of such Securities, and (2) the occurrence of any event specified in Sections 501(4) (with respect to any of Section 801(3), Sections 1006 through 1008, inclusive, and any such covenants provided pursuant to Section 301(22), 901(2), or 901(7)), and 501(9) shall be deemed not to be or result in an Event of Default and (3) the provisions of Article Twelve shall cease to be effective, in each case with



respect to such Securities as provided in this Section on and after the date the conditions set forth in Section 1504 are satisfied (hereinafter called "Covenant Defeasance"). For this purpose, such Covenant Defeasance means that, with respect to such Securities, the Company may omit to comply with and shall have no liability in

61

respect of any term, condition or limitation set forth in any such specified Section (to the extent so specified in the case of Section 501(4)) or Article Twelve, whether directly or indirectly by reason of any reference elsewhere herein to any such Section or Article or by reason of any reference in any such Section or Article to any other provision herein or in any other document, but the remainder of this Indenture and such Securities shall be unaffected thereby.

#### SECTION 1504. Conditions to Defeasance or Covenant Defeasance.

The following shall be the conditions to the application of Section 1502 or Section 1503 to any Securities or any series of Securities, as the case may be:

(1) The Company shall irrevocably have deposited or caused to be deposited with the Trustee (or another trustee which satisfies the requirements contemplated by Section 609 and agrees to comply with the provisions of this Article applicable to it) as trust funds in trust for the purpose of making the following payments, specifically pledged as security for, and dedicated solely to, the benefits of the Holders of such Securities, (A) money in an amount, or (B) U.S. Government Obligations which through the scheduled payment of principal and interest in respect thereof in accordance with their terms will provide, not later than one day before the due date of any payment, money in an amount, or (C) a combination thereof, in each case sufficient, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, to pay and discharge, and which shall be applied by the Trustee (or any such other qualifying trustee) to pay and discharge, the principal of and any premium and interest on such Securities on the respective Stated Maturities, in accordance with the terms of this Indenture and such Securities. As used herein, "U.S. Government Obligation" means (x) any security which is (i) a direct obligation of the United States of America for the payment of which the full faith and credit of the United States of America is pledged or (ii) an obligation of a Person controlled or supervised by and acting as an agency or instrumentality of the United States of America the payment of which is unconditionally guaranteed as a full faith and credit obligation by the United States of America, which, in either case (i) or (ii), is not callable or redeemable at the option of the issuer thereof, and (y) any depository receipt issued by a bank (as defined in Section 3(a)(2) of the Securities Act) as custodian with respect to any U.S. Government Obligation which is specified in Clause (x) above and held by such bank for the account of the holder of such depository receipt, or with respect to any specific payment of principal of or interest on any U.S. Government Obligation which is so specified and held, provided that (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the U.S. Government Obligation or the specific payment of principal or interest evidenced by such depository receipt.

(2) In the event of an election to have Section 1502 apply to any Securities or any series of Securities, as the case may be, the Company shall have delivered to the Trustee an Opinion of Counsel stating that (A) the Company has received from, or there has been published by, the United States Internal Revenue Service a ruling or (B) since the date of this instrument, there has been a change in the applicable Federal income tax law, in either case (A) or (B) to the effect that, and based thereon such opinion shall confirm that, the Holders of such Securities will not recognize gain or loss for Federal income tax purposes as a result of the deposit, Defeasance and discharge to be effected with respect to such Securities and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit, Defeasance and discharge were not to occur.

62

(3) In the event of an election to have Section 1503 apply to any Securities or any series of Securities, as the case may be, the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that the Holders of such Securities will not recognize gain or loss for Federal income tax purposes as a result of the deposit and Covenant Defeasance to be effected with respect to such Securities and will be subject to Federal income tax on the same amount, in the same manner and at the same times as would be the case if such deposit and Covenant Defeasance

were not to occur.

(4) The Company shall have delivered to the Trustee an Officer's Certificate to the effect that neither such Securities nor any other Securities of the same series, if then listed on any securities exchange, will be delisted as a result of such deposit.

(5) No event which is, or after notice or lapse of time or both would become, an Event of Default with respect to such Securities or any other Securities shall have occurred and be continuing at the time of such deposit or, with regard to any such event specified in Sections 501(7) and (8), at any time on or prior to the 91st day after the date of such deposit (it being understood that this condition shall not be deemed satisfied until after such 91st day).

(6) Such Defeasance or Covenant Defeasance shall not cause the Trustee to have a conflicting interest within the meaning of the Trust Indenture Act (assuming all Securities are in default within the meaning of such Act).

(7) Such Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any other agreement or instrument to which the Company is a party or by which it is bound.

(8) At the time of such deposit, (A) no default in the payment of any principal of or premium or interest on any Senior Debt of the Company shall have occurred and be continuing, (B) no event of default with respect to any Senior Debt of the Company shall have resulted in such Senior Debt becoming, and continuing to be, due and payable prior to the date on which it would otherwise have become due and payable (unless payment of such Senior Debt has been made or duly provided for), and (C) no other event of default with respect to any Senior Debt of the Company shall have occurred and be continuing permitting (after notice or lapse of time or both) the holders of such Senior Debt (or a trustee on behalf of such holders) to declare such Senior Debt due and payable prior to the date on which it would otherwise have become due and payable.

(9) The Company shall have delivered to the Trustee an Opinion of Counsel to the effect that such deposit shall not cause either the Trustee or the trust so created to be subject to the Investment Company Act of 1940.

(10) The Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent with respect to such Defeasance or Covenant Defeasance have been complied with.

SECTION 1505. Deposited Money and U.S. Government Obligations to Be Held in Trust; Miscellaneous Provisions.

Subject to the provisions of the last paragraph of Section 1003, all money and U.S. Government Obligations (including the proceeds thereof) deposited with the Trustee or other qualifying trustee (solely

63

for purposes of this Section and Section 1506, the Trustee and any such other trustee are referred to collectively as the "Trustee") pursuant to Section 1504 in respect of any Securities shall be held in trust and applied by the Trustee, in accordance with the provisions of such Securities and this Indenture, to the payment, either directly or through any such Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Holders of such Securities, of all sums due and to become due thereon in respect of principal and any premium and interest, but money so held in trust need not be segregated from other funds except to the extent required by law. Money and U.S. Government Obligations so held in trust shall not be subject to the provisions of Article Twelve.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the U.S. Government Obligations deposited pursuant to Section 1504 or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of Outstanding Securities.

Anything in this Article to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon Company Request any money or U.S. Government Obligations held by it as provided in Section 1504 with respect to any Securities which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee, are in excess of the amount thereof which would then be required to be deposited to effect the Defeasance or Covenant Defeasance, as the case may be, with respect to such Securities.

#### SECTION 1506. Reinstatement.

If the Trustee or the Paying Agent is unable to apply any money in accordance with this Article with respect to any Securities by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations under this Indenture and such Securities from which the Company has been discharged or released pursuant to Section 1502 or 1503 shall be revived and reinstated as though no deposit had occurred pursuant to this Article with respect to such Securities, until such time as the Trustee or Paying Agent is permitted to apply all money held in trust pursuant to Section 1505 with respect to such Securities in accordance with this Article; provided, however, that if the Company makes any payment of principal of or any premium or interest on any such Security following such reinstatement of its obligations, the Company shall be subrogated to the rights (if any) of the Holders of such Securities to receive such payment from the money so held in trust.

### ARTICLE SIXTEEN

#### SINKING FUNDS

#### SECTION 1601. Applicability of Article.

The provisions of this Article shall be applicable to any sinking fund for the retirement of Securities of any series except as otherwise specified as contemplated by Section 301 for such Securities.

The minimum amount of any sinking fund payment provided for by the terms of any Securities is herein referred to as a "mandatory sinking fund payment", and any payment in excess of such minimum amount provided for by the terms of such Securities is herein referred to as an "optional sinking fund payment". If provided for by the terms of any Securities, the cash amount of any sinking fund payment may be subject to

64

reduction as provided in Section 1602. Each sinking fund payment shall be applied to the redemption of Securities as provided for by the terms of such Securities.

#### SECTION 1602. Satisfaction of Sinking Fund Payments with Securities.

The Company (1) may deliver Outstanding Securities of a series (other than any previously called for redemption) and (2) may apply as a credit Securities of a series which have been (x) converted pursuant to Article Seventeen or (y) redeemed either at the election of the Company pursuant to the terms of such Securities or through the application of permitted optional sinking fund payments pursuant to the terms of such Securities, in each case in satisfaction of all or any part of any sinking fund payment with respect to any Securities of such series required to be made pursuant to the terms of such Securities as and to the extent provided for by the terms of such Securities, provided that the Securities to be so credited have not been previously so credited. The Securities to be so credited shall be received and credited for such purpose by the Trustee at the Redemption Price, as specified in the Securities so to be redeemed, for redemption through operation of the sinking fund and the amount of such sinking fund payment shall be reduced accordingly.

#### SECTION 1603. Redemption of Securities for Sinking Fund.

Not less than 35 days prior to each sinking fund payment date for any Securities, the Company will deliver to the Trustee an Officer's Certificate specifying the amount of the next ensuing sinking fund payment for such Securities pursuant to the terms of such Securities, the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities pursuant to Section 1602 and will also deliver to the Trustee any Securities to be so delivered. Not less than 32 days prior to each such sinking fund payment date, the Trustee shall select the Securities to be redeemed upon such sinking fund payment date in the manner specified in Section 1103 and cause notice of the redemption thereof to be given in the name of and at the expense of the Company in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1106 and 1107.

### ARTICLE SEVENTEEN

#### CONVERSION OF SECURITIES

#### SECTION 1701. Applicability of Article.

The provisions of this Article shall be applicable to the Securities of any series which are convertible into Common Stock or, if so provided in a Board Resolution, Officer's Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, cash in lieu thereof, as and to the extent provided by the terms of the Securities of such series.

#### SECTION 1702. Exercise of Conversion Privilege.

In order to exercise the conversion privilege, the Holder of any Security to be converted shall surrender such Security to the Conversion Agent at any time during usual business hours at its office or agency maintained for the purpose as provided in this Indenture, accompanied by a fully executed written

65

notice, in substantially the form set forth on the reverse of or attached to the Security, that the Holder elects to convert such Security or a stated portion thereof constituting a multiple of \$1,000 in principal amount at Maturity, and, if such Security is surrendered for conversion during the period between the close of business on any Regular Record Date for such Security and the opening of business on the related Interest Payment Date and has not been called for redemption on a Redemption Date within such period, accompanied also by payment to the Company of an amount equal to the interest payable on such Interest Payment Date on the portion of the principal amount of the Security being surrendered for conversion, notwithstanding such conversion. The Holder of any Security at the close of business of a record date for such Security shall be entitled to receive the interest payable on such Security on the corresponding Interest Payment Date notwithstanding the conversion thereof after such record date. The interest payment with respect to a Security called for redemption on a date during the period from the close of business on or after any record date for such Security to the close of business on the Business Day following the corresponding Interest Payment Date shall be payable on the corresponding Interest Payment Date to the Holder at the close of business of that record date (notwithstanding the conversion of such Security before the corresponding Interest Payment Date), and a Holder who elects to convert need not include funds equal to the interest paid. Such notice shall also state the name or names (and address) in which the certificate or certificates for shares of Common Stock shall be issued (or to whom payment in cash in lieu of Common Stock shall be made). Securities surrendered for conversion shall (if so required by the Company or the Conversion Agent) be duly endorsed by, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and the Conversion Agent duly executed by, the Holder or his attorney duly authorized in writing. As promptly as practicable after the receipt of such notice and the surrender of such Security as aforesaid, the Company shall, subject to the provisions of Section 1707, issue and deliver at such office or agency to such Holder, or on his written order, a certificate or certificates for the number of full shares of Common Stock issuable on conversion of such Security in accordance with the provisions of such Security and cash, as provided in Section 1703, in respect of any fraction of a share of Common Stock otherwise issuable upon such conversion or, if so provided in a Board Resolution, Officer's Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, cash in lieu of shares of Common Stock. Such conversion shall be at the Conversion Price in effect, and shall be deemed to have been effected, immediately prior to the close of business on the date (herein called the "Date of Conversion") on which such notice in proper form shall have been received by the Conversion Agent and such Security shall have been surrendered as aforesaid, and the Person or Persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable, if any, upon such conversion shall be deemed to have become on the Date of Conversion the holder or holders of record of the shares represented thereby; provided, however, that any such surrender on any date when the stock transfer books of the Company shall be closed shall constitute the Person or Persons in whose name or names the certificate or certificates for such shares are to be issued, if any, as the record holder or holders thereof for all purposes at the opening of business on the next succeeding day on which such stock transfer books are open but such conversion shall nevertheless be at the Conversion Price in effect at the close of business on the date when such Security shall have been so surrendered with the conversion notice in proper form. In the case of conversion of a portion, but less than all, of a Security, the Company shall execute, and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Company, a Security or Securities in the aggregate principal amount of the unconverted portion of the Security surrendered. Except as otherwise expressly provided in this Indenture, no payment or adjustment shall be made for interest accrued on any Security (or portion thereof) converted or for dividends or distributions on any Common Stock issued upon conversion of any Security. The right, if any, of a Holder of any Security to cause the Company to redeem, purchase or repay such Security shall terminate upon receipt by the Company of any notice of conversion of such

## SECTION 1703. Fractional Interests.

No fractions of shares or scrip representing fractions of shares shall be issued upon conversion of Securities. If more than one Security shall be surrendered for conversion at one time by the same Holder, the number of full shares which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Securities so surrendered. If any fraction of a share of Common Stock would, except for the provisions of this Section 1703, be issuable on the conversion of any Security or Securities, the Company shall make payment in lieu thereof in cash equal to the value of such fraction computed on the basis of the Last Sale Price of one share of Common Stock on the most recent Trading Day prior to the Date of Conversion. "Last Sale Price" on any Trading Day shall mean (i) the closing price regular way (or, if no closing price is reported the average of the bid and asked prices) as reported on the New York Stock Exchange Composite Tape, or (ii) if on such Trading Day the Common Stock is not listed or admitted to trading on such exchange, the closing price regular way (or, if no closing price is reported the average of the bid and asked prices) on the principal national securities exchange on which the Common Stock is listed or admitted to trading, or (iii) if not listed or admitted to trading on any national securities exchange on such Trading Day, then the average of the closing bid and asked prices as reported through the National Association of Securities Dealers, Inc. on its NASDAQ National Market or other NASDAQ market or through a similar organization if NASDAQ is no longer reporting information, or (iv) if the Common Stock is not listed or admitted to trading on any national securities exchange or quoted on such National Market or other NASDAQ market on such Trading Day, then the average of the closing bid and asked prices in the over-the-counter market as furnished by any New York Stock Exchange member firm selected from time to time by the Company for that purpose or (v) if not quoted by any such organization on such Trading Day, the fair value of such Common Stock on such Trading Day, as determined in good faith by the Board of Directors. The term "Trading Day" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday, other than any day on which securities are not traded on any of the above mentioned exchanges or in such markets.

## SECTION 1704. Adjustment of Conversion Price.

The conversion price or rate (herein called the "Conversion Price") for a series of Securities shall be as set forth in a Board Resolution, Officers' Certificate or executed supplemental indenture referred to in Sections 201 and 301 by or pursuant to which the form and terms of the Securities of such series were established, and, except as otherwise provided therein, shall be subject to adjustment from time to time as follows:

(a) In case the Company shall (1) make or pay a dividend (or other distribution) in shares of Common Stock on any class of Capital Stock of the Company, (2) subdivide its outstanding shares of Common Stock into a greater number of shares, (3) combine its outstanding shares of Common Stock into a smaller number of shares or (4) issue by reclassification of its Common Stock any shares of capital stock of the Company, the Conversion Price in effect immediately prior to such action shall be adjusted so that the Holder of any Security thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other capital stock of the Company which he would have owned immediately following such action had such Security been converted immediately prior thereto. An adjustment made pursuant to this subsection (a) shall become effective immediately, except as provided in subsection (h) below, after the record date in the case of a dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification. If as a result of an adjustment made pursuant to this subsection (a), the Holder of any Security thereafter surrendered for conversion shall become entitled to receive shares of two or more classes of Capital Stock (including shares of Common Stock) of the Company, the Board of Directors (whose determination shall, if made in good faith, be conclusive and shall be described in a statement filed with the Trustee) shall

determine the allocation of the adjusted Conversion Price between or among shares of such classes of Capital Stock.

(b) In case the Company shall issue rights, options or warrants to all holders of Common Stock entitling them to subscribe for or purchase shares of Common Stock at a price per share less than the current market price per share (as determined pursuant to subsection (f) below) of the Common Stock on the record date mentioned below, the Conversion Price shall be adjusted to a price, computed to the nearest cent, so that the same shall equal the price determined by multiplying:

(1) the Conversion Price in effect immediately prior to the date of issuance of such rights, options or warrants by a fraction, of which

(2) the numerator shall be (A) the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding on the date of issuance of such rights, options or warrants, immediately prior to such issuance, plus (B) the number of shares which the aggregate offering price of the total number of shares so offered for subscription or purchase would purchase at such current market price (determined by multiplying such total number of shares by the exercise price of such rights, options or warrants and dividing the product so obtained by such current market price), and of which

(3) the denominator shall be (A) the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding on the date of issuance of such rights, options or warrants, immediately prior to such issuance, plus (B) the number of additional shares of Common Stock which are so offered for subscription or purchase.

Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of holders entitled to receive such rights, options or warrants; provided, however, that if any such rights, options or warrants issued by the Company as described in this subsection (b) are only exercisable upon the occurrence of certain triggering events relating to control and provided for in shareholders' rights plans, then the Conversion Price shall not be adjusted as provided in this subsection (b) until such triggering events shall occur; and provided further that if any such rights, options or warrants expire unexercised, the Conversion Price shall be readjusted to take into account only the number of such rights, options or warrants actually exercised.

(c) In case the Company or any of its Subsidiaries shall distribute to all holders of Common Stock evidences of indebtedness, shares of Capital Stock other than Common Stock, cash or other assets (including securities, but other than (x) regular dividends or distributions paid exclusively in cash or (y) any dividend or distribution for which an adjustment is required to be made in accordance with subsection (a) or (b) above), subsection (a) or (b) above), then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of such distribution by a fraction of which the numerator shall be the current market price per share (determined as provided in subsection (f) below) of the Common Stock on the record date mentioned below less the then fair market value (as determined by the Board of Directors, whose determination shall, if made in good faith, be conclusive evidence of such fair market value) of the portion of the assets so distributed applicable to one share of Common Stock, and of which the denominator shall be such current market price per share of the Common Stock. Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of stockholders entitled to receive such distribution. Notwithstanding the foregoing, in the event that the fair market value of the assets, evidences of indebtedness or other securities so distributed applicable to one share of Common Stock equals or exceeds such current market price per share of

68

Common Stock, or such current market price exceeds such fair market value by less than \$0.10 per share, the Conversion Price shall not be adjusted pursuant to this subsection (c) and, to the extent applicable, the provisions of subsection (k) shall apply to such distribution.

(d) In case the Company or any Subsidiary of the Company shall make any distribution consisting exclusively of cash (excluding any cash portion of distributions for which an adjustment is required to be made in accordance with (c) above, or cash distributed upon a merger or consolidation to which Section 1705 applies) to all holders of Common Stock in an aggregate amount that, combined together with (i) all other such all-cash distributions made within the then preceding 12 months in respect of which no adjustment has been made and (ii) any cash and the fair market value of other consideration paid or payable in respect of any tender offer by the Company or any of its Subsidiaries for Common Stock concluded within the preceding 12 months in respect of which no adjustment has been made, exceeds 15% of the Company's market capitalization (defined as being the product of the then current market price of the Common Stock (determined as provided in subsection (f) below) times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares then outstanding) on the record date of such distribution, then in each such case the Conversion Price shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately prior to the date of such distribution by a fraction of which the numerator shall be the then current market price per share of the Common Stock on such record date less the amount of the cash so distributed applicable to one share of Common Stock, and of which the denominator shall be

such current market price per share of the Common Stock. Such adjustment shall become effective immediately, except as provided in subsection (h) below, after the record date for the determination of stockholders entitled to receive such distribution. Notwithstanding the foregoing, in the event that the cash so distributed applicable to one share of Common Stock equals or exceeds such current market price per share of Common Stock, or such current market price exceeds such amount of cash by less than \$0.10 per share, the Conversion Price shall not be adjusted pursuant to this subsection (d), and, to the extent applicable, the provisions of subsection (k) shall apply to such distribution.

(e) In case there shall be completed a tender or exchange offer made by the Company or any Subsidiary of the Company for all or any portion of the Common Stock (any such tender or exchange offer being referred to as an "Offer") that involves an aggregate consideration having a fair market value as of the expiration of such Offer (the "Expiration Time") that, together with (i) any cash and the fair market value of any other consideration payable in respect of any other Offer, as of the expiration of such other Offer, expiring within the 12 months preceding the expiration of such Offer and in respect for which no Conversion Price adjustment pursuant to this subsection (e) has been made and (ii) the aggregate amount of any all-cash distributions referred to in subsection (d) of this Section 1704 to all holders of Common Stock within the 12 months preceding the expiration of such Offer for which no Conversion Price adjustment pursuant to such subsection (d) has been made, exceeds 15% of the product of the then current market price per share (determined as provided in subsection (f) below) of the Common Stock on the Expiration Time times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding (including any tendered shares) on the Expiration Time, the Conversion Price shall be reduced by multiplying such Conversion Price in effect immediately prior to the Expiration Time by a fraction of which the numerator shall be (i) the product of the then current market price per share (determined as provided in subsection (f) below) of the Common Stock on the Expiration Time times the aggregate number of shares of Common Stock, Limited Vote Common Stock and As-Converted Series A Preferred Shares outstanding (including any tendered shares) on the Expiration Time minus (ii) the fair market value of the aggregate consideration payable to stockholders based on the acceptance (up to any maximum specified in the terms of the Offer) of all shares validly tendered and not withdrawn as of the Expiration Time (the shares deemed so accepted being referred to as the "Purchased Shares") and the denominator shall be the product of (i) such current

69

market price per share on the Expiration Time times (ii) such number of outstanding shares on the Expiration Time less the number of Purchased Shares, such reduction to become effective immediately prior to the opening of business on the day following the Expiration Time.

For purposes of this subsection (e), the fair market value of any consideration with respect to an Offer shall be reasonably determined in good faith by the Board of Directors of the Company and described in a Board Resolution.

(f) For the purpose of any computation under subsections (b), (c), (d) and (e) above, the current market price per share of Common Stock on any date shall be deemed to be the average of the Last Sale Prices of a share of Common Stock for the five consecutive Trading Days selected by the Company commencing not more than 20 Trading Days before, and ending not later than, the earlier of the date in question and the date before the "ex date," with respect to the issuance, distribution or Offer requiring such computation. For purposes of this paragraph, the term "ex date," when used with respect to any issuance, distribution or payments with respect to an Offer, means the first date on which the Common Stock trades regular way on the New York Stock Exchange (or if not listed or admitted to trading thereon, then on the principal national securities exchange on which the Common Stock is listed or admitted to trading) without the right to receive such issuance, distribution or Offer.

(g) In addition the foregoing adjustments in subsections (a), (b), (c), (d) and (e) above, the Company will be permitted to make such reductions in the Conversion Price as it considers to be advisable in order that any event treated for Federal income tax purposes as a dividend of stock or stock rights will not be taxable to the holders of the shares of Common Stock.

In the event the Company elects to make such a reduction in the Conversion Price, the Company shall comply with the requirements of Rule 14e-1 of the Exchange Act and any other Federal and state laws and regulations thereunder if and to the extent that such laws and regulations are applicable in connection with the reduction of the Conversion Price; provided, however, that any provisions of this Indenture which conflict with such laws shall be deemed to be superseded by the provisions of such laws.

(h) In any case in which this Section 1704 shall require that an adjustment (including by reason of the second sentence of subsection (a) or (c) above) be made immediately following a record date, the Company may elect to defer the effectiveness of such adjustment (but in no event until a date later

than the effective time of the event giving rise to such adjustment), in which case the Company shall, with respect to any Security converted after such record date and before such adjustment shall have become effective, (i) defer paying any cash payment pursuant to Section 1703 or issuing to the Holder of such Security the number of shares of Common Stock and other Capital Stock of the Company (or other assets or securities) issuable upon such conversion in excess of the number of shares of Common Stock and other Capital Stock of the Company issuable thereupon only on the basis of the Conversion Price prior to adjustment and (ii), not later than five Business Days after such adjustment shall have become effective, pay to such Holder the appropriate cash payment pursuant to Section 1703 and issue to such Holder the additional shares of Common Stock and other Capital Stock of the Company (or other assets or securities) issuable on such conversion.

(i) No adjustment in the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% of the Conversion Price; provided, however, that any adjustments which by reason of this subsection (i) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Article Seventeen shall be made to the nearest cent or to the nearest one-hundredth of a share, as the case may be.

70

(j) Whenever the Conversion Price is adjusted as herein provided, the Company shall promptly (i) file with the Trustee and each Conversion Agent an Officer's Certificate setting forth the Conversion Price after such adjustment and setting forth a brief statement of the facts requiring such adjustment, which certificate shall be conclusive evidence of the correctness of such adjustment, and (ii) give or cause to be given a notice of such adjustment to each Holder of Securities in the manner provided in Section 106.

(k) In the event that the Company distributes rights (including rights to distributions referred to by paragraphs (c) and (d) of this Section 1704 to the extent this paragraph (k) applies thereto), options or warrants (other than those referred to in subsection (b) above) pro rata to holders of Common Stock, so long as any such rights, options or warrants have not expired or been redeemed by the Company, the Company shall make proper provision so that the Holder of any Security surrendered for conversion will be entitled to receive upon such conversion, in addition to the shares of Common Stock issuable upon such conversion (the "Conversion Shares"), a number of rights or warrants to be determined as follows: (i) if such conversion occurs on or prior to the date for the distribution to the holders of rights or warrants of separate certificates evidencing such rights or warrants (the "Distribution Date"), the same number of rights or warrants to which a holder of a number of shares of Common Stock equal to the number of Conversion Shares is entitled at the time of such conversion in accordance with the terms and provisions of and applicable to the rights or warrants, and (ii) if such conversion occurs after such Distribution Date, the same number of rights or warrants to which a holder of the number of shares of Common Stock into which the principal amount of such Security so converted was convertible immediately prior to such Distribution Date would have been entitled on such Distribution Date in accordance with the terms and provisions of and applicable to the rights or warrants.

#### SECTION 1705. Continuation of Conversion Privilege in Case of Merger, Consolidation or Sale of Assets.

If any of the following shall occur, namely: (a) any reclassification or change of outstanding Conversion Shares (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a subdivision or combination), (b) any consolidation or merger of the Company with or into any other Person, or the merger of any other Person with or into the Company (other than a merger which does not result in any reclassification, change, conversion, exchange or cancellation of outstanding shares of Common Stock) or (c) any transfer, conveyance, sale, lease or other disposition of all or substantially all of the assets of the Company, then the Company, or such successor or purchasing Person, as the case may be, shall, as a condition precedent to such reclassification, change, consolidation, merger or disposition, execute and deliver to the Trustee a supplemental indenture providing that the Holder of each Security then outstanding shall have the right to convert such Security only into the kind and amount of shares of stock and other securities and property (including cash) receivable upon such reclassification, change, consolidation, merger or disposition by a holder of the number of shares of Common Stock issuable upon conversion of such Security immediately prior to such reclassification, change, consolidation, merger or disposition assuming such holder of Common Stock of the Company failed to exercise his rights of an election, if any, as to the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition (provided that if the kind or amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition is not the same for each share of Common Stock of the Company held immediately prior to such reclassification, change, consolidation, merger or disposition in respect of which such rights of election shall not have been exercised ("non-electing



share"), then for the purpose of this Section 1705 the kind and amount of securities, cash and other property receivable upon such reclassification, change, consolidation, merger or disposition by each non-electing share shall be deemed to be the kind and amount so receivable per share by a plurality of the non-electing shares). Such supplemental indenture shall provide for adjustments which shall be as nearly

71

equivalent as may be practicable to the adjustments provided for in this Article Seventeen. If, in the case of any such consolidation, merger or disposition, the stock or other securities and property (including cash) receivable thereupon or in connection therewith by a holder of shares of Common Stock includes shares of stock or other securities and property (including cash) of a Person other than the successor or purchasing Person, as the case may be, in such consolidation, merger or disposition, then such supplemental indenture shall also be executed by such other Person and shall contain such additional provisions to protect the interests of the Holders of the Securities as the Board of Directors shall reasonably consider necessary by reason of the foregoing. The provisions of this Section 1705 shall similarly apply to successive consolidations, mergers or dispositions.

Notice of the execution of each such supplemental indenture shall be given to each Holder of Securities in the manner provided in Section 106.

Neither the Trustee nor any Conversion Agent shall be under any responsibility to determine the correctness of any provisions contained in any such supplemental indenture relating either to the kind or amount of shares of stock or other securities or property (including cash) receivable by Holders of Securities upon the conversion of their Securities after any such reclassification, change, consolidation, merger or disposition or to any adjustment to be made with respect thereto, but, subject to the provisions of Sections 601 and 603, may accept as conclusive evidence of the correctness of any such provision, and shall be protected in relying upon, the Officer's Certificate (which the Company shall be obligated to file with the Trustee prior the execution of any such supplemental indenture) with respect thereto.

SECTION 1706. Notice of Certain Events.

If:

(a) the Company shall declare a dividend (or any other distribution) payable to the holders of Common Stock otherwise than in cash; or

(b) the Company shall authorize the granting to all holders of Common Stock of rights, options or warrants to subscribe for or purchase any shares of stock of any class or of any other rights; or

(c) the Company shall authorize any reclassification or change of the Common Stock (other than a subdivision or combination of its outstanding shares of Common Stock), or any consolidation or merger to which the Company is a party and for which approval of any stockholders of the Company is required under the laws of the state of incorporation of the Company, or the transfer, conveyance, sale, lease or other disposition of all or substantially all of the assets of the Company; or

(d) there shall be authorized or ordered any voluntary or involuntary dissolution, liquidation or winding-up of the Company; or

(e) the Company or any of its Subsidiaries shall complete an Offer;

then, the Company shall cause to be filed at the office or agency maintained for the purpose of conversion of the Securities as provided in Section 1002, and shall cause to be given to each Holder of Securities, in the manner provided in Section 106, at least 20 days before the date hereinafter specified (or the earlier of the dates hereinafter specified, in the event that more than one date is specified), a notice stating the date on which (1) a record is expected to be taken for the purpose of such dividend, distribution, rights, warrants, options or Offer, 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, rights, warrants or options or to participate in

72

such Offer are to be determined, or (2) such reclassification, change, consolidation, merger, disposition, dissolution, liquidation or winding-up is expected to become effective and the date, if any is to be fixed, as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such reclassification, change, consolidation, merger, disposition, dissolution, liquidation or winding-up.

SECTION 1707. Taxes on Conversion.

The Company will pay any and all documentary, stamp or similar taxes payable to the United States of America or any political subdivision or taxing authority thereof or therein in respect of the issue or delivery of shares of Common Stock on conversion of Securities pursuant thereto; provided, however, that the Company shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue or delivery of shares of Common Stock in a name other than that of the Holder of the Securities to be converted (or payment of cash in lieu thereof to a Person other than such Holder) and no such issue or delivery (or payment) shall be made unless and until the Person requesting such issue or delivery (or payment) has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid. The Company extends no protection with respect to any other taxes imposed in connection with conversion of Securities.

SECTION 1708. Company to Provide Stock.

The Company shall reserve, free from preemptive rights, out of its authorized but unissued shares, sufficient shares to provide for the conversion of convertible Securities from time to time as such Securities are presented for conversion, provided, however, that nothing contained herein shall be construed to preclude the Company from satisfying its obligations in respect of the conversion of Securities by delivery of repurchased shares of Common Stock which are held in the treasury of the Company.

If any shares of Common Stock to be reserved for the purpose of conversion of Securities hereunder require registration with or approval of any governmental authority under any Federal or State law before such shares may be validly issued or delivered upon conversion, then the Company covenants that it will in good faith and as expeditiously as possible endeavor to secure such registration or approval, as the case may be; provided, however, that nothing in this Section 1708 shall be deemed to affect in any way the obligations of the Company to convert Securities into Common Stock as provided in this Article Seventeen.

Before taking any action which would cause an adjustment reducing the Conversion Price below the then par value, if any, of the Common Stock, the Company will take all corporate action which may, in the opinion of counsel, be necessary in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock at such adjusted Conversion Price.

The Company covenants that all shares of Common Stock which may be issued upon conversion of Securities will upon issue be fully paid and non-assessable by the Company and free of preemptive rights.

SECTION 1709. Disclaimer of Responsibility for Certain Matters.

Neither the Trustee, any Conversion Agent nor any agent of either shall at any time be under any duty or responsibility to any Holder of Securities to determine whether any facts exist which may require any adjustment of the Conversion Price, or with respect to the Officer's Certificate referred to in

73

Section 1704(j)), or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. Neither the Trustee, any Conversion Agent nor any agent of either shall be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any securities or property (including cash), which may at any time be issued or delivered upon the conversion of any Security, and neither the Trustee, any Conversion Agent nor any agent of either makes any representation with respect thereto. Neither the Trustee, any Conversion Agent nor any agent of either shall be responsible for any failure of the Company to issue, register the transfer of or deliver any shares of Common Stock or stock certificates or other securities or property (including cash) upon the surrender of any Security for the purpose of conversion or, subject to Sections 601 and 603, to comply with any of the covenants of the Company contained in this Article Seventeen.

SECTION 1710. Return of Funds Deposited for Redemption of Converted Securities.

Any funds which at any time shall have been deposited by the Company or on its behalf with the Trustee or any Paying Agent for the purpose of paying the principal of and interest, if any, on any of the Securities and which shall not be required for such purposes because of the conversion of such Securities, as provided in this Indenture, shall forthwith after such conversion be repaid to the Company by the Trustee or such Paying Agent.

74

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

Quanta Services, Inc.

By \_\_\_\_\_

Chase Bank of Texas, National  
Association, as Trustee

By \_\_\_\_\_  
Vice President

[AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. LETTERHEAD]

June 20, 2000

Quanta Services, Inc.  
1360 Post Oak Blvd., Suite 2100  
Houston, Texas 77056

Gentlemen:

We have acted as counsel to Quanta Services, Inc., a Delaware corporation (the "Company"), in connection with the filing of a registration statement on Form S-3 (the "Registration Statement") with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), for the registration of the sale from time to time pursuant to Rule 415 under the Securities Act of up to \$500,000,000 aggregate amount of (i) subordinated debt securities and senior debt securities of the Company (collectively, the "Debt Securities"), (ii) preferred stock, par value \$.00001 per share, of the Company (the "Preferred Stock") which may be issued in the form of depositary shares evidenced by depositary receipts (the "Depositary Shares"), (iii) common stock, par value \$.00001 per share, of the Company (the "Common Stock"), and (iv) warrants of the Company to purchase Common Stock (the "Warrants").

The senior Debt Securities are to be issued pursuant to an Indenture (the "Senior Indenture") between the Company and Chase Bank of Texas, National Association, as trustee. The subordinated Debt Securities are to be issued pursuant to an Indenture (the "Subordinated Indenture") between the Company and Chase Bank of Texas, National Association, as trustee. Chase Bank of Texas, National Association, in its capacity as trustee under the Senior Indenture and the Subordinated Indenture is referred to herein as the "Trustee" and the Senior Indenture and the Subordinated Indenture are referred to herein collectively as the "Indentures."

We have, as counsel, examined such corporate records, certificates and other documents and reviewed such questions of law as we have deemed necessary, relevant or appropriate to enable us to render the opinions expressed below. In rendering such opinions, we have assumed the genuineness of all signatures and the authenticity of all documents examined by us. As to various questions of fact material to such opinion, we have relied upon representations of the Company.

In connection with this opinion, we have assumed: (i) the Registration Statement, and any amendments thereto (including post-effective amendments), have become effective and shall not have been terminated or rescinded; (ii) a Prospectus Supplement will have been prepared and filed with the Commission describing any Securities offered thereby; (iii) all Securities will be

Quanta Services, Inc.  
June 20, 2000  
Page 2

issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the applicable Prospectus Supplement; (iv) each Indenture governing the Debt Securities, each Depositary Agreement relating to the Depositary Shares and each Warrant Agreement relating to the Warrants will be duly authorized, executed and delivered by the parties thereto in substantially the form reviewed by us; (v) each Indenture will have been duly qualified under the Trust Indenture Act of 1939, as amended; (vi) at the time of any offering or sale of any shares of Common Stock or Preferred Stock, the Company will have the number of shares of Common Stock or Preferred Stock, as set forth in the Prospectus Supplement relating to such offering or sale, duly authorized, established (if applicable) and available for issuance; (vii) a definitive purchase, underwriting or similar agreement with respect to any Securities offered will have been duly authorized and validly executed and delivered by the Company and the other parties thereto; (viii) Securities issuable upon conversion, exchange or exercise of any Securities being offered will have been duly authorized, established (if appropriate) and reserved for issuance upon such conversion, exchange or exercise and (ix) there shall not have occurred any change in law affecting the validity or enforceability of any of such Security.

Based upon such examination and representations, we advise you that, in our opinion:

1. When (i) the terms of the Debt Securities have been duly established in accordance with the applicable Indenture and the applicable supplemental

indenture relating to such Debt Securities so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental or regulatory body having jurisdiction over the Company, and (ii) the Debt Securities have been duly executed and authenticated in accordance with the applicable Indenture and the applicable supplemental indenture relating to such Debt Securities and duly issued and delivered by the Company in the manner contemplated in the Registration Statement and any prospectus supplement relating thereto, the Debt Securities will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as (a) the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws now or hereafter in effect relating to or affecting the enforcement of creditor's rights generally, and (b) the availability of equitable remedies may be limited by equitable principles of general applicability (regardless of whether considered in a proceeding at law or in equity).

2. When (i) the terms of the Warrants and of their issuance and sale have been duly established in conformity with the Warrant Agreement relating to such Warrants so as not to violate any applicable law or result in a default under or breach of any agreement or instrument binding upon the Company and so as to comply with any requirement or restriction imposed by any court or governmental or regulatory body having jurisdiction over the Company, and (ii) the Warrants have been duly executed and countersigned in accordance with the Warrant Agreement relating to such Warrants, and issued and sold in the form and in the manner contemplated in the Registration Statement and any prospectus supplement relating thereto, such Warrants will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as (a) the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws now or hereafter in effect

Quanta Services, Inc.  
June 20, 2000  
Page 3

relating to or affecting the enforcement of creditor's rights generally, and (b) the availability of equitable remedies may be limited by equitable principles of general applicability (regardless of whether considered in a proceeding at law or in equity).

3. When (a) the Board of Directors of the Company (or a duly authorized committee thereof) has taken all necessary corporate action to approve the issuance and sale of any shares of any series of Preferred Stock (and Depositary Shares, if applicable), and when such shares are paid for, issued and delivered in accordance with the applicable underwriting or other agreement, such shares will be validly issued, fully paid and non-assessable.

4. When the Board of Directors (or a duly authorized committee thereof) has taken all necessary corporate action to authorize the issuance and sale of such shares of Common Stock proposed to be sold by the Company, and when such shares of Common Stock are issued and delivered in accordance with the applicable underwriting or other agreement, such shares of Common Stock (including any shares of Common Stock issued (i) upon exercise of any Warrants for Common Stock, (ii) upon conversion of any Debt Securities that are convertible or exchangeable for Common Stock, or (iii) upon the exchange or conversion of any shares of Preferred Stock that are exchangeable or convertible into Common Stock) will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In addition, we consent to the reference to us under the caption "Legal Matters" in the prospectus.

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

Very truly yours,

AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.

## EXHIBIT 12.1

COMPUTATION OF RATIOS OF EARNINGS TO FIXED CHARGES AND EARNINGS TO COMBINED  
FIXED CHARGES AND PREFERRED DIVIDENDS  
(In thousands except ratios)

<TABLE>  
<CAPTION>

YEAR ENDED DECEMBER 31,						
	1995	1996	1997	1998	1999	
THREE						
MONTHS ENDED						
31, 2000						MARCH
-----	-----	-----	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Income before income taxes	1,594	3,831	3,580	27,871	102,938	
34,530						
Dividends and other income received from nonconsolidated affiliates	--	--	--	--	--	
--	-----	-----	-----	-----	-----	--
-----						
Total earnings	1,594	3,831	3,580	27,871	102,938	
34,530						
Interest expense and amortization of loan fees	867	1,096	1,290	4,855	15,184	
4,533						
Interest portion of rentals	98	85	171	599	3,863	
874	-----	-----	-----	-----	-----	--
-----						
Total fixed charges	965	1,181	1,461	5,454	19,047	
5,407	=====	=====	=====	=====	=====	
=====						
Preferred stock dividends	--	--	--	--	260	
232						
Tax effect of preferred dividends	--	--	--	--	236	
178	-----	-----	-----	-----	-----	--
-----						
Required pretax earnings	--	--	--	--	496	
410						
Total fixed charges and preferred dividends	965	1,181	1,461	5,454	19,543	
5,817	=====	=====	=====	=====	=====	
=====						
Ratio of earnings to fixed charges						
Total earnings available for fixed charges	2,559	5,012	5,041	33,325	121,985	
39,937						
Total fixed charges	965	1,181	1,461	5,454	19,047	
5,407						
Ratio	2.7	4.2	3.4	6.1	6.4	
7.4	=====	=====	=====	=====	=====	
=====						
Ratio of earnings to combined fixed charges and preferred dividends						
Total earnings available for fixed charges	2,559	5,012	5,041	33,325	121,985	
39,937						
Total fixed charges and preferred dividends	965	1,181	1,461	5,454	19,543	
5,817						
Ratio	2.7	4.2	3.4	6.1	6.2	
6.9	=====	=====	=====	=====	=====	
=====						

</TABLE>

EXHIBIT 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement of our report dated February 24, 2000, (except for the matter discussed in note 17b., as to which the date is March 27, 2000) included in Quanta Services, Inc.'s Form 10-K for the year ended December 31, 1999, and to all references to our firm included in this Registration Statement.

ARTHUR ANDERSEN LLP

Houston, Texas  
June 15, 2000

## SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE  
TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEECHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY  
OF A TRUSTEE PURSUANT TO SECTION 305(b) (2) \_\_\_\_\_CHASE BANK OF TEXAS, NATIONAL ASSOCIATION  
(Exact name of trustee as specified in its charter)

74-0800980

(I.R.S. Employer Identification Number)

712 MAIN STREET, HOUSTON, TEXAS 77002  
(Address of principal executive offices) (Zip code)LEE BOOCKER, 712 MAIN STREET, 26TH FLOOR  
HOUSTON, TEXAS 77002 (713) 216-2448  
(Name, address and telephone number of agent for service)QUANTA SERVICES, INC.  
(Exact name of obligor as specified in its charter)DELAWARE 74-2851603  
(State or other jurisdiction of (I.R.S. Employer  
incorporation or organization) Identification Number)1360 POST OAK BOULEVARD, SUITE 2100  
HOUSTON, TEXAS 77056  
(Address of principal executive offices) (Zip code)DEBT SECURITIES  
(Title of indenture securities)

## ITEM 1. GENERAL INFORMATION.

FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

- (a) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING  
AUTHORITY TO WHICH IT IS SUBJECT.
- Comptroller of the Currency, Washington, D.C.  
Federal Deposit Insurance Corporation, Washington, D.C.  
Board of Governors of the Federal Reserve System, Washington,  
D.C.
- (b) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.
- The trustee is authorized to exercise corporate trust powers.

## ITEM 2. AFFILIATIONS WITH THE OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH  
SUCH AFFILIATION.The obligor is not an affiliate of the trustee.  
(See Note on Page 7.)

## ITEM 3. VOTING SECURITIES OF THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF VOTING  
SECURITIES OF THE TRUSTEE.COL. A  
TITLE OF CLASSCOL. B  
AMOUNT OUTSTANDINGNot applicable by virtue of Form T-1 General Instruction B  
and response to Item 13.



ITEM 4. TRUSTEESHIPS UNDER OTHER INDENTURES.

IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY OTHER SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, FURNISH THE FOLLOWING INFORMATION:

- (a) TITLE OF THE SECURITIES OUTSTANDING UNDER EACH SUCH OTHER INDENTURE.

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 4. (CONTINUED)

(b) A BRIEF STATEMENT OF THE FACTS RELIED UPON AS A BASIS FOR THE CLAIM THAT NO CONFLICTING INTEREST WITHIN THE MEANING OF SECTION 310(b)(1) OF THE ACT ARISES AS A RESULT OF THE TRUSTEESHIP UNDER ANY SUCH OTHER INDENTURE, INCLUDING A STATEMENT AS TO HOW THE INDENTURE SECURITIES WILL RANK AS COMPARED WITH THE SECURITIES ISSUED UNDER SUCH OTHER INDENTURE.

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 5. INTERLOCKING DIRECTORATES AND SIMILAR RELATIONSHIPS WITH OBLIGOR OR UNDERWRITERS.

IF THE TRUSTEE OR ANY OF THE DIRECTORS OR EXECUTIVE OFFICER OF THE TRUSTEE IS A DIRECTOR, OFFICER, PARTNER, EMPLOYEE, APPOINTEE, OR REPRESENTATIVE OF THE OBLIGOR OR OF ANY UNDERWRITER FOR THE OBLIGOR, IDENTIFY EACH SUCH PERSON HAVING ANY SUCH CONNECTION AND STATE THE NATURE OF EACH SUCH CONNECTION.

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 6. VOTING SECURITIES OF THE TRUSTEE OWNED BY THE OBLIGOR OR ITS OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE TRUSTEE OWNED BENEFICIALLY BY THE OBLIGOR AND EACH DIRECTOR, PARTNER AND EXECUTIVE OFFICER OF THE OBLIGOR.

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
<S>	<C>	<C>	<C>
			PERCENTAGE OF VOTING SECURITIES REPRESENTED BY AMOUNT GIVEN IN
		AMOUNT OWNED	
NAME OF OWNER -----	TITLE OF CLASS -----	BENEFICIALLY -----	COL. C -----
</TABLE>			

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 7. VOTING SECURITIES OF THE TRUSTEE OWNED BY UNDERWRITERS OR THEIR OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE TRUSTEE OWNED BENEFICIALLY BY EACH UNDERWRITER FOR THE OBLIGOR AND EACH DIRECTOR, PARTNER AND EXECUTIVE OFFICER OF EACH SUCH UNDERWRITER.

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
<S><C>	<C>	<C>	<C>
			PERCENTAGE OF

NAME OF OWNER	TITLE OF CLASS	AMOUNT OWNED BENEFICIALLY	VOTING SECURITIES REPRESENTED BY AMOUNT GIVEN IN COL. C
-----	-----	-----	-----

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 8. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO THE SECURITIES OF THE OBLIGOR OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY THE TRUSTEE.

COL. A		COL. B	COL. C	COL. D
<S>	<C>	<C>	<C>	<C>
		AMOUNT OWNED WHETHER THE SECURITIES ARE VOTING OR NONVOTING SECURITIES	BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
	TITLE OF CLASS -----	-----	-----	-----

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 9. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF AN UNDERWRITER FOR THE OBLIGOR, FURNISH THE FOLLOWING

3

INFORMATION AS TO EACH CLASS OF SECURITIES OF SUCH UNDERWRITER ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

COL. A		COL. B	COL. C	COL. D
<S>	<C>	<C>	<C>	<C>
		AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C	
	NAME OF ISSUER AND TITLE OF CLASS -----	AMOUNT OUTSTANDING -----	-----	-----

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 10. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR SECURITY HOLDERS OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT VOTING SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE (1) OWNS 10% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR OR (2) IS AN AFFILIATE, OTHER THAN A SUBSIDIARY, OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF SUCH PERSON.

COL. A	COL. B	COL. C	COL. D
--------	--------	--------	--------

<S> <C>	<C>	<C>	<C>
NAME OF ISSUER AND TITLE OF CLASS -----	AMOUNT OUTSTANDING -----	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE -----	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C -----

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 11. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF ANY SECURITIES OF A PERSON OWNING 50% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE, OWNS 50% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF SECURITIES OR SUCH PERSON ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

4

<TABLE> <CAPTION>	COL. A	COL. B	COL. C	COL. D
<S><C>	<C>	<C>	<C>	<C>
NAME OF ISSUER AND TITLE OF CLASS -----	AMOUNT OUTSTANDING -----	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE -----	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C -----	

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 12. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE.

EXCEPT AS NOTED IN THE INSTRUCTIONS, IF THE OBLIGOR IS INDEBTED TO THE TRUSTEE, FURNISH THE FOLLOWING INFORMATION:

<TABLE> <CAPTION>	COL. A	COL. B	COL. C
<S>	<C>	<C>	<C>
NATURE OF INDEBTEDNESS -----	AMOUNT OUTSTANDING -----	DATE DUE -----	

</TABLE>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 13. DEFAULTS BY THE OBLIGOR.

(a) STATE WHETHER THERE IS OR HAS BEEN A DEFAULT WITH RESPECT TO THE SECURITIES UNDER THIS INDENTURE. EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There is not, nor has there been, a default with respect to the securities under this indenture. (See Note on Page 7.)

ITEM 13. (CONTINUED)

(b) IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, OR IS TRUSTEE FOR MORE THAN ONE OUTSTANDING SERIES OF SECURITIES UNDER THE INDENTURE, STATE WHETHER THERE HAS

BEEN A DEFAULT UNDER ANY SUCH INDENTURE OR SERIES, IDENTIFY THE INDENTURE OR SERIES AFFECTED, AND EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There has not been a default under any such indenture or series.  
(See Note on Page 7.)

5

ITEM 14. AFFILIATIONS WITH THE UNDERWRITERS.

IF ANY UNDERWRITER IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 15. FOREIGN TRUSTEE.

IDENTIFY THE ORDER OR RULE PURSUANT TO WHICH THE FOREIGN TRUSTEE IS AUTHORIZED TO ACT AS SOLE TRUSTEE UNDER INDENTURES QUALIFIED OR TO BE QUALIFIED UNDER THE ACT.

Not applicable.

ITEM 16. LIST OF EXHIBITS.

LIST BELOW ALL EXHIBITS FILED AS PART OF THIS STATEMENT OF ELIGIBILITY.

- o 1. A copy of the articles of association of the trustee now in effect.
- # 2. A copy of the certificate of authority of the trustee to commence business.
- \* 3. A copy of the certificate of authorization of the trustee to exercise corporate trust powers issued by the Board of Governors of the Federal Reserve System under date of January 21, 1948.
- + 4. A copy of the existing bylaws of the trustee.
- 5. Not applicable.
- 6. The consent of the United States institutional trustees required by Section 321(b) of the Act.
- 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- 8. Not applicable.
- 9. Not applicable.

NOTE REGARDING INCORPORATED EXHIBITS

Effective January 20, 1998, the name of the Trustee was changed from Texas Commerce Bank National Association to Chase Bank of Texas, National Association. Certain of the exhibits incorporated herein by reference, except for Exhibit 7, were filed under the former name of the Trustee.

6

o Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-56195.

# Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-42814.

\* Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-11 File No. 33-25132.

+ Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-65055.

NOTE

Inasmuch as this Form T-1 is filed prior to the ascertainment by the trustee of all facts on which to base responsive answers to Items 2 and 13, the answers to said Items are based on incomplete information. Such Items may, however, be considered as correct unless amended by an amendment to this Form T-1.

SIGNATURE

PURSUANT TO THE REQUIREMENTS OF THE TRUST INDENTURE ACT OF 1939 THE TRUSTEE, CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, HAS DULY CAUSED THIS STATEMENT OF ELIGIBILITY TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO AUTHORIZED, ALL IN THE CITY OF HOUSTON, AND STATE OF TEXAS, ON THE 20TH DAY OF JUNE, 2000.

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION, AS TRUSTEE

By: /s/ JOHN G. JONES

-----  
John G. Jones  
Vice President

7

EXHIBIT 6

Securities and Exchange Commission  
Washington, D.C. 20549

Gentlemen:

The undersigned is trustee under a Senior Indenture between Quanta Services, Inc., a Delaware corporation, as obligor (the "Company"), and Chase Bank of Texas, National Association, as Trustee, entered into in connection with the issuance of the Company's Debt Securities.

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned hereby consents that reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION, as Trustee

By:

-----  
John G. Jones  
Vice President

<TABLE>		
<S>	<C>	<C>
RC-01.A	RCFD0081 Cash and Noninterest-bearing Balances	2606925
RC-01.B	RCFD0071 Interest-bearing Balances	3860
RC-02.A	RCFD1754 Securities Held-to-Maturity	93139
RC-02.B	RCFD1773 Securities Available-for-sale	5203861
RC-03	RCFD1350 Fed Funds Sold & Secs Purchased	3517317
RC-04.A	RCFD2122 Loans and Leases	12434834
RC-04.B	RCFD3123 LESS: Allowance for Loan and Lease Lo	218669
RC-04.C	RCFD3128 LESS: Allocated Transfer Risk Reserve	0
RC-04.D	RCFD2125 Net Loans & Leases (Total)	12216165
RC-05	RCFD3545 Trading Assets	288752
RC-06	RCFD2145 Premises and Fixed Assets	691456
RC-07	RCFD2150 Other REO	1372
RC-08	RCFD2130 Investments in Unconsolidated Subsidi	3328
RC-09	RCFD2155 Customers' Liability on Acceptances	8414
RC-10	RCFD2143 Intangible Assets	310867
RC-11	RCFD2160 Other Assets	413316

RC-12	RCFD2170	Total Assets	25358772
RC-13.A	RCON2200	Deposits: Domestic Offices	18398298
RC-13.A.1	RCON6631	Domestic Deposits: Noninterest-bearing	8298217
RC-13.A.2	RCON6636	Domestic Deposits: Interest-bearing	10100081
RC-13.B	RCFN2200	Deposits: Foreign Offices	0
RC-13.B.1	RCFN6631	Foreign Deposits: Noninterest-bearing	0
RC-13.B.2	RCFN6636	Foreign Deposits: Interest-bearing	0
RC-14	RCFD2800	Fed Funds Purchased & Secs Sold	3215702
RC-15.A	RCON2840	Demand Notes to US Treasury	417208
RC-15.B	RCFD3548	Trading Liabilities	271966
RC-16.A	RCFD2332	Other Borrowed Money: Maturity < 1yr	562723
RC-16.B	RCFDA547	Other Borrowed Money: Mat. 1-3 YRS	0
RC-16.C	RCFDA548	Other Borrowed Money: Maturity > 3yr	14208
RC-18	RCFD2920	Bank's Liability on Acceptances	8414
RC-19	RCFD3200	Subordinated Notes and Debentures	445000
RC-20	RCFD2930	Other Liabilities	231085
RC-21	RCFD2948	Total Liabilities	23564604
RC-23	RCFD3838	Perpetual Preferred Stock & Surplus	0
RC-24	RCFD3230	Common Stock	612893
RC-25	RCFD3839	Surplus	924674
RC-26.A	RCFD3632	Undivided Profits/Capital Reserves	443723
RC-26.B	RCFD8434	Unrealized holding gain(loss) secur.	-187122
RC-26.C	RCFD4336	Accm net gains(loss) on cash flow hedges	0
RC-27	RCFD3284	Foreign Currency Translation Adjustme	0
RC-28	RCFD3210	Total Equity Capital	1794168
RC-29	RCFD3300	Total Liabs, Pref. Stck, & Equity Cap	25358772
RC-M.1	RCFD6724	Auditor memo	2
RCA1.A	RCFD0022	Consolidated Bank: Cash	2123712
RCA1.A.B	RCON0020	Domestic Offices: Cash Items In Colle	1816324
RCA1.B.B	RCON0080	Domestic Offices: Cash	307388
RCA2.A.A	RCFD0083	Consolidated Bank: Due from US Branch	0
RCA2.B	RCON0082	Domestic Offices: Due from US Deposit	380632
RCA2.B.A	RCFD0085	Consolidated Bank: Due from Other Dep	380632
RCA3.A.A	RCFD0073	Consolidated Bank: Due from Foreign U	6806
RCA3.B	RCON0070	Domestic Offices: Due from Foreign Ba	15694
RCA3.B.A	RCFD0074	Consolidated Bank: Due from Other For	8888
RCA4.A	RCFD0090	Due from Fed Reserve Banks	90747
RCA4.B	RCON0090	Domestic Offices: Due from Fed Reserv	90747
RCA5.A	RCFD0010	Domestic Offices - Total	2610785
RCA5.B	RCON0010	Consolidated Bank - Total	2610785
RCAM.1	RCON0050	Non-Int bearing bals due from US Bnks	377504

</TABLE>

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RCB1.A	RCFD0211	Held: Cost: US Treasury Securities	0
RCB1.B	RCFD0213	Held: Value: US Treasury Securities	0
RCB1.C	RCFD1286	Sale: Cost: US Treasury Securities	1424141
RCB1.D	RCFD1287	Sale: Value: US Treasury Securities	1364373
RCB2.A.A	RCFD1289	Held: Cost: Obligations US agencies	0
RCB2.A.B	RCFD1290	Held: Value: Obligations US agencies	0
RCB2.A.C	RCFD1291	Sale: Cost: Obligations US agencies	0
RCB2.A.D	RCFD1293	Sale: Value: Obligations US agencies	0
RCB2.B.A	RCFD1294	Held: Cost: Obligations US sponsored	36
RCB2.B.B	RCFD1295	Held: Value: Obligations US sponsored	323
RCB2.B.C	RCFD1297	Sale: Cost: Obligations US sponsored	251363
RCB2.B.D	RCFD1298	Sale: Value: Obligations US sponsored	230758
RCB3.A.A	RCFD1676	Held: Cost: General Obligations	130
RCB3.A.B	RCFD1677	Held: Value: General Obligations	130
RCB3.A.C	RCFD1678	Sale: Cost: General Obligations	0
RCB3.A.D	RCFD1679	Sale: Value: General Obligations	0
RCB3.B.A	RCFD1681	Held: Cost: Revenue Obligations	0
RCB3.B.B	RCFD1686	Held: Value: Revenue Obligations	0
RCB3.B.C	RCFD1690	Sale: Cost: Revenue Obligations	0
RCB3.B.D	RCFD1691	Sale: Value: Revenue Obligations	0
RCB3.C.A	RCFD1694	Held: Cost: Industrial Obligations	0
RCB3.C.B	RCFD1695	Held: Value: Industrial Obligations	0
RCB3.C.C	RCFD1696	Sale: Cost: Industrial Obligations	0
RCB3.C.D	RCFD1697	Sale: Value: Industrial Obligations	0
RCB4.A.1.A	RCFD1698	Held: Cost: Security Guaranteed GNMA	0
RCB4.A.1.B	RCFD1699	Held: Value: Security Guaranteed GNMA	0
RCB4.A.1.C	RCFD1701	Sale: Cost: Security Guaranteed GNMA	777948
RCB4.A.1.D	RCFD1702	Sale: Value: Security Guaranteed GNMA	740841
RCB4.A.2.A	RCFD1703	Held: Cost: Security Issued FNMA	92973
RCB4.A.2.B	RCFD1705	Held: Value: Security Issued FNMA	91272
RCB4.A.2.C	RCFD1706	Sale: Cost: Security Issued FNMA	2996660
RCB4.A.2.D	RCFD1707	Sale: Value: Security Issued FNMA	2821762
RCB4.A.3.A	RCFD1709	Held: Cost: Other Pass-Through Secs	0
RCB4.A.3.B	RCFD1710	Held: Value: Other Pass-Through Secs	0
RCB4.A.3.C	RCFD1711	Sale: Cost: Other Pass-Through Secs	0
RCB4.A.3.D	RCFD1713	Sale: Value: Other Pass-Through Secs	0
RCB4.B.1.A	RCFD1714	Held: Cost: Issued/Guar. FNMA, Etc.	0

RCB4.B.1.B	RCFD1715	Held: Value: Issued/Guar. FNMA, Etc.	0
RCB4.B.1.C	RCFD1716	Sale: Cost: Issued/Guar. FNMA, Etc.	0
RCB4.B.1.D	RCFD1717	Sale: Value: Issued/Guar. FNMA, Etc.	0
RCB4.B.2.A	RCFD1718	Held: Cost: Collateralized MBS -FNMA	0
RCB4.B.2.B	RCFD1719	Held: Value: Collateralized MBS -FNMA	0
RCB4.B.2.C	RCFD1731	Sale: Cost: Collateralized MBS -FNMA	0
RCB4.B.2.D	RCFD1732	Sale: Value: Collateralized MBS -FNMA	0
RCB4.B.3.A	RCFD1733	Held: Cost: All Other MBS	0
RCB4.B.3.B	RCFD1734	Held: Value: All Other MBS	0
RCB4.B.3.C	RCFD1735	Sale: Cost: All Other MBS	0
RCB4.B.3.D	RCFD1736	Sale: Value: All Other MBS	0
RCB5.A.A	RCFD1737	Held: Cost: Other Domestic Debt Sec.	0
RCB5.A.B	RCFD1738	Held: Value: Other Domestic Debt Sec.	0
RCB5.A.C	RCFD1739	Sale: Cost: Other Domestic Debt Sec.	0
RCB5.A.D	RCFD1741	Sale: Value: Other Domestic Debt Sec.	0
RCB5.B.A	RCFD1742	Held: Cost: Foreign Debt Securities	0
RCB5.B.B	RCFD1743	Held: Value: Foreign Debt Securities	0
RCB5.B.C	RCFD1744	Sale: Cost: Foreign Debt Securities	0
RCB5.B.D	RCFD1746	Sale: Value: Foreign Debt Securities	0
RCB6.A.C	RCFDA510	Sale: Cost: Securities Mutual Funds	0

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RCB6.A.D	RCFDA511	Sale: Value: Securities Mutual Funds 0
RCB6.B.C	RCFD1752	Sale: Cost: Other Equity Securities 46127
RCB6.B.D	RCFD1753	Sale: Value: Other Equity Securities 46127
RCB7.A	RCFD1754	Total Held-to-maturity - Amort Cost 93139
RCB7.B	RCFD1771	Total Held-to-maturity - Fair Value 91725
RCB7.C	RCFD1772	Total Avail-for-sale - Amort Cost 5496239
RCB7.D	RCFD1773	Total Avail-for-sale - Fair Value 5203861
RCBM.1	RCFD0416	Pledged 1625934
RCBM.2.A.1	RCFDA549	Memoranda: Non-Mort Debt < 3 MO 667
RCBM.2.A.2	RCFDA550	Memoranda: Non-Mort Debt 3-12 MO 92787
RCBM.2.A.3	RCFDA551	Memoranda: Non-Mort Debt 1-3 YRS 65
RCBM.2.A.4	RCFDA552	Memoranda: Non-Mort Debt 3-5 YRS 788361
RCBM.2.A.5	RCFDA553	Memoranda: Non-Mort Debt 5-15 YRS 713382
RCBM.2.A.6	RCFDA554	Memoranda: Non-Mort Debt > 15 YRS 36
RCBM.2.B.1	RCFDA555	Memoranda: Mort Pass Thru < 3 MO 26
RCBM.2.B.2	RCFDA556	Memoranda: Mort Pass Thru 3-12 MO 78603
RCBM.2.B.3	RCFDA557	Memoranda: Mort Pass Thru 1-3 YRS 16058
RCBM.2.B.4	RCFDA558	Memoranda: Mort Pass Thru 3-5 YRS 44
RCBM.2.B.5	RCFDA559	Memoranda: Mort Pass Thru 5-15 YRS 453676
RCBM.2.B.6	RCFDA560	Memoranda: Mort Pass Thru > 15 YRS 3107168
RCBM.2.C.1	RCFDA561	Memoranda: Other Mort-backed < 3 YRS 0
RCBM.2.C.2	RCFDA562	Memoranda: Other Mort-backed > 3 YRS 0
RCBM.2.D	RCFDA248	Memoranda: Tot Debt < 1 YR 139476
RCBM.7	RCFD1778	Amortized Cost Held Securities Sold 0
RCBM.9.A	RCFD8782	Structured Notes - Amortized Cost 0
RCBM.9.B	RCFD8783	Structured Notes - Fair Value 0
RCC01.A	RCFD1410	Consolidated RE Loans 2417895
RCC01.A.B	RCON1415	Domestic Const/Development Loans 524733
RCC01.B.B	RCON1420	Domestic Secured by Farmland 8325
RCC01.C.1B	RCON1797	Domestic Secured by 1-4 Revolving 0
RCC01.C.2A	RCON5367	Domestic Secured by 1-4 Other 799646
RCC01.C.2B	RCON5368	Domestic Secured by 1-4 Other 518390
RCC01.D.B	RCON1460	Domestic Secured by 5+ 71649
RCC01.E.B	RCON1480	Domestic Secured by Nonfarm Nonreside 495152
RCC02.A.B	RCON1505	Domestic to US Coml Banks 1465
RCC02.A1.A	RCFD1506	Consolidated to US Branches of Forei 1125
RCC02.A2.A	RCFD1507	Consolidated to Other US Coml Banks 340
RCC02.B.A	RCFD1517	Consolidated to Other Dep'y in US 10028
RCC02.B.B	RCON1517	Domestic to Other Dep'y in US 10028
RCC02.C.B	RCON1510	Domestic to Foreign Banks 0
RCC02.C1.A	RCFD1513	Consolidated to For Branches US Bank 0
RCC02.C2.A	RCFD1516	Consolidated to Foreign Banks 0
RCC03.A	RCFD1590	Consolidated to Farmers 52389
RCC03.B	RCON1590	Domestic to Farmers 52389
RCC04.A.A	RCFD1763	Consolidated US Coml 6361490
RCC04.A.B	RCON1763	Domestic US Coml 6361490
RCC04.B.A	RCFD1764	Consolidated non-US Coml 192500
RCC04.B.B	RCON1764	Domestic non-US Coml 192500
RCC05.A.A	RCFD1756	Consolidated Accep's of US Banks 0
RCC05.A.B	RCON1756	Domestic Accep's of US Bank 0
RCC05.B.A	RCFD1757	Consolidated Accep's of Foreign Banks 0
RCC05.B.B	RCON1757	Domestic Accep's of Foreign Banks 0
RCC06.A.A	RCFD2008	Consolidated Credit Cards 101282
RCC06.B	RCON1975	Domestic Consumer 1314916
RCC06.B.A	RCFD2011	Consolidated Other Consumer 1213634
RCC07.A	RCFD2081	Consolidated Loans to For Govts 5636
RCC07.B	RCON2081	Domestic Loans to For Govts 5636

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RCC08.A	RCFD2107	Consolidated Obligations US	12777
RCC08.B	RCON2107	Domestic Obligations US	12777
RCC09.A	RCFD1563	Consolidated Other	2022033
RCC09.A.B	RCON1545	Domestic Loans for Securities	32003
RCC09.B.B	RCON1564	Domestic Other	1990030
RCC10.A.A	RCFD2182	Consolidated US Leases	43705
RCC10.B	RCON2165	Domestic Leases	43705
RCC10.B.A	RCFD2183	Consolidated For Leases	0
RCC11.A	RCFD2123	LESS: Consolidated Unearned Income	0
RCC11.B	RCON2123	LESS: Domestic Unearned Income	0
RCC12.A	RCFD2122	Total Loans & Leases (Consolidated)	12434834
RCC12.B	RCON2122	Total Loans & Leases (Domestic)	12434834
RCCM.2.A1A	RCFD1687	Cons Restruc'd US RE	0
RCCM.2.A2A	RCFD1689	Cons Restruc'd non-US RE	0
RCCM.2.B.A	RCFD8691	Cons Restruc'd - All Other Loan/Lease	0
RCCM.2.C.A	RCFD8692	Cons Restruc'd - Non-U.S. Addressees	0
RCCM.3.A.1	RCONA564	Memo: Loans Secd by Real Est < 3 MO	82858
RCCM.3.A.2	RCONA565	Memo: Loans Secd by Real Est 3-12 MO	121453
RCCM.3.A.3	RCONA566	Memo: Loans Secd by Real Est 1-3 YRS	172932
RCCM.3.A.4	RCONA567	Memo: Loans Secd by Real Est 3-5 YRS	119442
RCCM.3.A.5	RCONA568	Memo: Loans Secd by Real Est 5-15 YRS	112857
RCCM.3.A.6	RCONA569	Memo: Loans Secd by Real Est > 15 YRS	181808
RCCM.3.B.1	RCFDA570	Memo: Other Loans/Leases < 3 MO	8290198
RCCM.3.B.2	RCFDA571	Memo: Other Loans/Leases 3-12 MO	1475023
RCCM.3.B.3	RCFDA572	Memo: Other Loans/Leases 1-3 YRS	721273
RCCM.3.B.4	RCFDA573	Memo: Other Loans/Leases 3-5 YRS	529358
RCCM.3.B.5	RCFDA574	Memo: Other Loans/Leases 5-15 YRS	461045
RCCM.3.B.6	RCFDA575	Memo: Other Loans/Leases > 15 YRS	40091
RCCM.3.C	RCFDA247	Memo: Tot Remg Loans/Leases < 1 YR	5050764
RCCM.3.D	RCONA577	Memo: Non-Farm/Res Loans/Leases > 5YR	161107
RCCM.3.E	RCFDA578	Memo: Comm/Indust > 3 YRS	2265362
RCCM.4	RCFD2746	Loans to fin. comm. real est., constr	654418
RCCM.5	RCFD5369	Loans & leases held for sale	42742
RCCM.6	RCON5370	Adj. rate closed-end loans secured	73949
RCCP2.01	RCON6999	YES/NO - RCC01.E & RCC04 >= \$ 100,000	0
RCCP2.02AA	RCON5562	Number of Loans RCC01.E	N/A
RCCP2.02BA	RCON5563	Number of Loans RCC04	N/A
RCCP2.03AA	RCON5564	Number of Loans RCC01.E Orig <= \$100K	N/A
RCCP2.03AB	RCON5565	Amount of Loans RCC01.E Orig <= \$100K	N/A
RCCP2.03BA	RCON5566	# of Loans RCC01.E \$100K<Orig<=\$250K	N/A
RCCP2.03BB	RCON5567	\$ of Loans RCC01.E \$100K<Orig<=\$250K	N/A
RCCP2.03CA	RCON5568	# of Loans RCC01.E \$250K < Orig <=\$1M	N/A
RCCP2.03CB	RCON5569	\$ of Loans RCC01.E \$250K < Orig <=\$1M	N/A
RCCP2.04AA	RCON5570	Number of Loans RCC04 Orig <= \$100K	N/A
RCCP2.04AB	RCON5571	Amount of Loans RCC04 Orig <= \$100K	N/A
RCCP2.04BA	RCON5572	# of Loans RCC04 \$100K< Orig <= \$250K	N/A
RCCP2.04BB	RCON5573	\$ of Loans RCC04 \$100K< Orig <= \$250K	N/A
RCCP2.04CA	RCON5574	# of Loans RCC04 \$250K < Orig <= \$1M	N/A
RCCP2.04CB	RCON5575	\$ of Loans RCC04 \$250K < Orig <= \$1M	N/A
RCCP2.05	RCON6860	YES/NO - RCC01.B & RCC03 >= \$ 100,000	0
RCCP2.06AA	RCON5576	Number of Loans RCC01.B	N/A
RCCP2.06BA	RCON5577	Number of Loans RCC03	N/A
RCCP2.07AA	RCON5578	Number of Loans RCC01.B Orig <= \$100K	N/A
RCCP2.07AB	RCON5579	Amount of Loans RCC01.B Orig <= \$100K	N/A
RCCP2.07BA	RCON5580	# of Loans RCC01.B \$100K<Orig<=\$250K	N/A
RCCP2.07BB	RCON5581	\$ of Loans RCC01.B \$100K<Orig<=\$250K	N/A
RCCP2.07CA	RCON5582	# of Loans RCC01.B \$250K <Orig<=\$500K	N/A

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RCCP2.07CB	RCON5583	\$ of Loans RCC01.B \$250K <Orig<=\$500K	N/A
RCCP2.08AA	RCON5584	Number of Loans RCC03 - Orig <= \$100K	N/A
RCCP2.08AB	RCON5585	Amount of Loans RCC03 - Orig <= \$100K	N/A
RCCP2.08BA	RCON5586	# of Loans RCC03 - \$100K<Orig<=\$250K	N/A
RCCP2.08BB	RCON5587	\$ of Loans RCC03 - \$100K<Orig<=\$250K	N/A
RCCP2.08CA	RCON5588	# of Loans RCC03 - \$250K <Orig<=\$500K	N/A
RCCP2.08CB	RCON5589	\$ of Loans RCC03 - \$250K <Orig<=\$500K	N/A
RCD01	RCON3531	US Treasury securities	0
RCD02	RCON3532	US Govt agency obligations	0
RCD03	RCON3533	Securities issued by State and Subdiv	0
RCD04.A	RCON3534	Pass-through secs by FNMA/FHLMC/GNMA	0
RCD04.B	RCON3535	CMOs and REMICs issued by FNMA/FHLMC	0
RCD04.C	RCON3536	All other mortgage-backed securities	0
RCD05	RCON3537	Other debt securities	0
RCD09	RCON3541	Other trading assets domestic	10812



RCD10	RCFN3542	Trading assets foreign	0
RCD11.A	RCON3543	Gains on rate & contracts domestic	277940
RCD11.B	RCFN3543	Gains on rate & contracts foreign	0
RCD12	RCFD3545	Total Trading Assets	288752
RCD13	RCFD3546	Liability for short positions	0
RCD14	RCFD3547	Losses on rate & contracts	271966
RCD15	RCFD3548	Total trading liabilities	271966
RCE1.1.A	RCON2201	Private Transaction	5206313
RCE1.1.B	RCON2240	Private Demand Deposits	4849255
RCE1.1.C	RCON2346	Private Nontransaction	12402982
RCE1.2.A	RCON2202	USG Transaction	7580
RCE1.2.B	RCON2280	USG Demand Deposits	2615
RCE1.2.C	RCON2520	USG Nontransaction	0
RCE1.3.A	RCON2203	State/Local Transaction	107621
RCE1.3.B	RCON2290	State/Local Demand Deposits	60012
RCE1.3.C	RCON2530	State/Local Nontransaction	96653
RCE1.4.A	RCON2206	US Coml Banks Transaction	414845
RCE1.4.B	RCON2310	US Coml Banks Demand Deposits	414845
RCE1.4.C	RCON2550	US Coml Banks Nontransaction	0
RCE1.5.A	RCON2207	Other US Dep'y Transaction	65780
RCE1.5.B	RCON2312	Other US Dep'y Demand Deposits	65780
RCE1.5.C	RCON2349	Other US Dep'y Nontransaction	0
RCE1.6.A	RCON2213	For Banks Transaction	27088
RCE1.6.B	RCON2320	For Banks Demand Deposits	27088
RCE1.6.C	RCON2236	For Branches US Banks Nontransaction	0
RCE1.7.A	RCON2216	For Govt Transaction	846
RCE1.7.B	RCON2300	For Govt Demand Deposits	846
RCE1.7.C	RCON2377	For Govt Nontransaction	0
RCE1.8.A	RCON2330	Certified Checks: Transaction	68590
RCE1.8.B	RCON2330	Certified Checks: Demand	68590
RCE1.9.A	RCON2215	Total Transaction Accounts	5898663
RCE1.9.B	RCON2210	Total Demand Deposits	5489031
RCE1.9.C	RCON2385	Total Nontransaction Accounts	12499635
RCE1.M.1.A	RCON6835	IRA/Keogh	581333
RCE1.M.1.B	RCON2365	Brokered	0
RCE1.M.1.E	RCON5590	Memoranda: Preferred Deposits	N/A
RCE1.M.1C1	RCON2343	Brokered < \$100K	0
RCE1.M.1C2	RCON2344	Brokered Participated to < \$100K	0
RCE1.M.1D1	RCONA243	Matur data:denom < 100k,matur<= 1 yr	0
RCE1.M.1D2	RCONA244	Matur data:denom =>100k,matur<= 1 yr	0
RCE1.M.2.B	RCON6648	Time Deposits < \$100K	1995512
RCE1.M.2.C	RCON2604	Memoranda: Time Deposits >=\$100 000	1173114

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RCE1.M.2A1	RCON6810	MMDAs	5647996
RCE1.M.2A2	RCON0352	Other Savings	3683013
RCE1.M.3	RCON2398	NOW	409632
RCE1.M.5A1	RCONA579	Memo: Time Deps < 100K < 3 MO	506767
RCE1.M.5A2	RCONA580	Memo: Time Deps < 100K 3-12 MO	1101698
RCE1.M.5A3	RCONA581	Memo: Time Deps < 100K 1-3 YRS	315507
RCE1.M.5A4	RCONA582	Memo: Time Deps < 100K > 3 YRS	71540
RCE1.M.5B	RCONA241	Memo: Time Deps < 100K < 1 YR	1608465
RCE1.M.6A1	RCONA584	Memo: Time Deps > 100K < 3 MO	581765
RCE1.M.6A2	RCONA585	Memo: Time Deps > 100K 3-12 MO	461178
RCE1.M.6A3	RCONA586	Memo: Time Deps > 100K 1-3 YRS	98312
RCE1.M.6A4	RCONA587	Memo: Time Deps > 100K > 3 YRS	31859
RCE1.M.6B	RCONA242	Memo: Time Deps > 100K < 1 YR	1042943
RCE2.1	RCFN2621	Private	0
RCE2.2	RCFN2623	US Banks	0
RCE2.3	RCFN2625	For Banks	0
RCE2.4	RCFN2650	For Govts	0
RCE2.5	RCFN2330	Certified Checks	0
RCE2.6	RCFN2668	Other	0
RCE2.7	RCFN2200	Total Deps in Foreign Offices	0
RCE2.M.1	RCFNA245	Memo:TD with remaining maturity<=1 yr"	0
RCF1	RCFD2164	Income Earned Not Collected Loans	72190
RCF2	RCFD2148	Net Deferred Tax Assets	165475
RCF3.A	RCFDA519	Interest Only Strip: Mortgage Loans	0
RCF3.B	RCFDA520	Interest Only Strip: Other Assets	0
RCF4	RCFD2168	Other Assets	175651
RCF4.A	RCFD3549	Other Assets - Line A	N/A
RCF4.B	RCFD3550	Other Assets - Line B	N/A
RCF4.C	RCFD3551	Other Assets - Line C	N/A
RCF5	RCFD2160	Total Other Assets	413316
RCFM.1	RCFD5610	Memo: Deferred Tax Assets Disallowed	0
RCG1.A	RCON3645	Expenses Accrued and Unpaid on deposi	18429
RCG1.B	RCFD3646	Other Expenses Accrued and Unpaid	173969
RCG2	RCFD3049	Net Deferred Tax Liabilities	0
RCG3	RCFD3000	Minority Interest in Subsidiaries	0
RCG4	RCFD2938	Other Liabilities	38687

RCG4.A	RCFD3552 Other Liabilities - Line A	N/A
RCG4.B	RCFD3553 Other Liabilities - Line B	N/A
RCG4.C	RCFD3554 Other Liabilities - Line C	N/A
RCG5	RCFD2930 Total Other Liabilities	231085
RCH01	RCON2155 Customers' Liability on Acceptances	8414
RCH02	RCON2920 Bank's Liability on Acceptances	8414
RCH03	RCON1350 Fed Funds Sold	3517317
RCH04	RCON2800 Fed Funds Purchased	3215702
RCH05	RCON3190 Other Borrowed Money	576931
RCH06	RCON2163 Net Due from Own For Offices	N/A
RCH07	RCON2941 Net Due to Own For Offices	N/A
RCH08	RCON2192 Total Assets	25358772
RCH09	RCON3129 Total Liabilities	23564604
RCH10	RCON1039 US Treasury Securities	1424141
RCH11	RCON1041 US Government agency obligations	251399
RCH12	RCON1042 There is no description for this item	130
RCH13.A.1	RCON1043 MBS: Pass-Through: FNMA/FHLMC/GNMA	3867581
RCH13.A.2	RCON1044 MBS: Pass-Through: Other Pass-Through	0
RCH13.B.1	RCON1209 MBS: Other MBS: FNMA/FHLMC/GNMA	0
RCH13.B.2	RCON1280 MBS: Other MBS: All Other MBS	0
RCH14	RCON1281 Other Domestic Debt Securities	0

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<S>	<C>	<C>
RCH15	RCON1282 Foreign Debt Securities	0
RCH16.A	RCONA510 Equity Securities: Mutual Fund/Eq Sec	0
RCH16.B	RCON1752 Equity Securities: All others	46127
RCH17	RCON1374 Total Securities Held and Sale	5589378
RCHM.1	RCON3051 Net Due from Own IBF	N/A
RCHM.2	RCON3059 Net Due to Own IBF	N/A
RCI1	RCFN2133 Total IBF Assets	N/A
RCI2	RCFN2076 Total IBF Loans/Leases	N/A
RCI3	RCFN2077 IBF Coml/Indl	N/A
RCI4	RCFN2898 Total IBF Liabilities	N/A
RCI5	RCFN2379 IBF Deposit Liabilities Due to Banks	N/A
RCI6	RCFN2381 Other IBF Deposit Liabilities	N/A
RCK01	RCFD3381 Interest-bearing Balances	3854
RCK02	RCFD3382 US Govt/Treasury	5462641
RCK03	RCFD3383 State/Local Securities	130
RCK04.A	RCFD3647 Other debt Securities	0
RCK04.B	RCFD3648 Other equity Securities	46127
RCK05	RCFD3365 Fed Funds Sold	2422094
RCK06.A.1	RCON3360 Total Loans	12437444
RCK06.A.2	RCON3385 RE Loans	2417779
RCK06.A.3	RCON3386 Agricultural & Farm Loans	49246
RCK06.A.4	RCON3387 Commercial/Industrial Loans	6579787
RCK06.A.5	RCON3388 Consumer Loans	1392081
RCK06.B	RCFN3360 Foreign Office Loans	0
RCK07	RCFD3401 Assets Held in Trading Accounts	135308
RCK08	RCFD3484 Lease Fin'g Receivables	44752
RCK09	RCFD3368 Total Assets	23879141
RCK10	RCON3485 Domestic Transaction Accounts	340611
RCK11.A	RCON3486 MMDAs	5081800
RCK11.B	RCON3487 Other Savings	3602666
RCK11.C	RCONA514 Time Deposits >= \$100,000	1185861
RCK11.D	RCONA529 Time Deposits < \$100,000	2039482
RCK12	RCFN3404 Interest-bearing Deposits in For Offi	0
RCK13	RCFD3353 Fed Funds Purchased	2546438
RCK14	RCFD3355 Other Borrowed Money	923849
RCL01.A	RCFD3814 Unused Commits: Revolv Lines Secured	0
RCL01.B	RCFD3815 Unused Commits: Credit Card Lines	0
RCL01.C.1	RCFD3816 Unused Commits: Fund loans secured	192183
RCL01.C.2	RCFD6550 Unused Commits: Fund loans not secure	616895
RCL01.D	RCFD3817 Unused Commits: Securities Underwrit	0
RCL01.E	RCFD3818 Unused Commits: Other Unused Commits	8506113
RCL02	RCFD3819 Fincl Standby Letters of Credit	1771682
RCL02.A	RCFD3820 Amount Fincl Standby Letters Conveyed	85921
RCL03	RCFD3821 Perfm Standby Letters of Credit	228786
RCL03.A	RCFD3822 Amount Perfm Standby Letters Conveyed	484
RCL04	RCFD3411 Commercl & Similar Letters of Credit	93496
RCL05	RCFD3428 Participations in Acceptrncs Conveyed	0
RCL06	RCFD3429 Participations in Acceptrncs Acquired	0
RCL07	RCFD3432 Securities Borrowed	0
RCL08	RCFD3433 Securities Lent	0
RCL09.A.1	RCFDA521 1-4 Family: Outstanding Balance	0
RCL09.A.2	RCFDA522 1-4 Family: Amount of Recourse	0
RCL09.B.1	RCFDA523 Other Assets: Outstanding Balance	0
RCL09.B.2	RCFDA524 Other Assets: Amount of Recourse	0
RCL09.C.1	RCFDA249 Sml busns obligations:Outstanding bal"	0
RCL09.C.2	RCFDA250 Sml busns obligations:retaind recours	0
RCL10.A	RCFDA534 Credit Derivatives: Guarantor	0

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RCL10.B	RCFDA535 Credit Derivatives: Beneficiary	0
RCL11	RCFD8765 Spot Foreign Exchange Contracts	918088
RCL12	RCFD3430 All Other Off-Balance Sheet Liabs	0
RCL12.A	RCFD3555 Other Off-Balance Sheet Liabilities-A	N/A
RCL12.B	RCFD3556 Other Off-Balance Sheet Liabilities-B	N/A
RCL12.C	RCFD3557 Other Off-Balance Sheet Liabilities-C	N/A
RCL12.D	RCFD3558 Other Off-Balance Sheet Liabilities-D	N/A
RCL13	RCFD5591 All Other Off-Balance Sheet Assets	0
RCL13.A	RCFD5592 Other Off-Balance Sheet Assets - A	N/A
RCL13.B	RCFD5593 Other Off-Balance Sheet Assets - B	N/A
RCL13.C	RCFD5594 Other Off-Balance Sheet Assets - C	N/A
RCL13.D	RCFD5595 Other Off-Balance Sheet Assets - D	N/A
RCL14.A.A	RCFD8693 Int Rate Contracts - Gross Futures	95000
RCL14.A.B	RCFD8694 Forgn Exch Contracts - Gross Futures	0
RCL14.A.C	RCFD8695 Equity Contracts - Gross Futures	0
RCL14.A.D	RCFD8696 Commodity Contracts - Gross Futures	0
RCL14.B.A	RCFD8697 Int Rate Contracts - Gross Forwards	0
RCL14.B.B	RCFD8698 Forgn Exch Contracts - Gross Forwards	1586398
RCL14.B.C	RCFD8699 Equity Contracts - Gross Forwards	0
RCL14.B.D	RCFD8700 Commodity Contracts - Gross Forwards	0
RCL14.C.1A	RCFD8701 Int Rate Contracts - Exchg Trad Wrtn	0
RCL14.C.1B	RCFD8702 Forgn Exch Contracts - Exchg Trad Wrt	0
RCL14.C.1C	RCFD8703 Equity Contracts - Exchg Trad Written	0
RCL14.C.1D	RCFD8704 Commodity Contracts - Exchg Trad Wrtn	0
RCL14.C.2A	RCFD8705 Int Rate Contracts - Exchg Trad Purch	0
RCL14.C.2B	RCFD8706 Forgn Exch Contracts - Exchg Trad Pur	0
RCL14.C.2C	RCFD8707 Equity Contracts - Exchg Trad Purchas	0
RCL14.C.2D	RCFD8708 Commodity Contracts - Exchg Trade Pur	0
RCL14.D.1A	RCFD8709 Int Rate Contracts - OTC Written Optn	3533857
RCL14.D.1B	RCFD8710 Forgn Exch Contracts - OTC Wrtn Optns	81209
RCL14.D.1C	RCFD8711 Equity Contracts - OTC Written Option	526458
RCL14.D.1D	RCFD8712 Commodity Contracts - OTC Written Opt	5424
RCL14.D.2A	RCFD8713 Int Rate Contracts - OTC Purchased Op	3533857
RCL14.D.2B	RCFD8714 Forgn Exch Contracts - OTC Purchased	81209
RCL14.D.2C	RCFD8715 Equity Contracts - OTC Purchased Optn	526458
RCL14.D.2D	RCFD8716 Commodity Contracts - OTC Purch Optn	5424
RCL14.E.A	RCFD3450 Int Rate Contracts - Gross Swaps	5829884
RCL14.E.B	RCFD3826 Forgn Exch Contracts - Gross Swaps	48602
RCL14.E.C	RCFD8719 Equity Contracts - Gross Swaps	0
RCL14.E.D	RCFD8720 Commodity Contracts - Gross Swaps	0
RCL15.A	RCFDA126 Int Rate Contracts - Gross Held Trade	12422598
RCL15.B	RCFDA127 Forgn Exch Contracts - Gross Held Trd	1797418
RCL15.C	RCFD8723 Equity Contracts - Gross Held Trading	1052916
RCL15.D	RCFD8724 Commodity Contracts - Gross Held Trad	10848
RCL16.A.A	RCFD8725 Int Rate Contracts - Marked to Market	0
RCL16.A.B	RCFD8726 Forgn Exch Contracts - Marked to Mrkt	0
RCL16.A.C	RCFD8727 Equity Contracts - Marked to Market	0
RCL16.A.D	RCFD8728 Commodity Contracts - Marked to Mrkt	0
RCL16.B.A	RCFD8729 Int Rate Contracts - NOT Marked	570000
RCL16.B.B	RCFD8730 Forgn Exch Contracts - NOT Marked	0
RCL16.B.C	RCFD8731 Equity Contracts - NOT Marked	0
RCL16.B.D	RCFD8732 Commodity Contracts - NOT Marked	0
RCL16.C.A	RCFDA589 Int Rate Contracts - Bank Pays Fixed	0
RCL17.A.1A	RCFD8733 Int Rate Contracts Held - Pos Values	67166
RCL17.A.1B	RCFD8734 Forgn Exch Contracts Held - Pos Value	56421
RCL17.A.1C	RCFD8735 Equity Contracts Held - Pos Values	164893
RCL17.A.1D	RCFD8736 Commodity Contracts Held - Pos Value	323

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RCL17.A.2A	RCFD8737 Int Rate Contracts Held - Neg Values	66222
RCL17.A.2B	RCFD8738 Forgn Exch Contracts Held - Neg Value	50944
RCL17.A.2C	RCFD8739 Equity Contracts Held - Neg Values	164893
RCL17.A.2D	RCFD8740 Commodity Contracts Held - Neg Value	323
RCL17.B.1A	RCFD8741 Int Rate Contracts Markd- Pos Values	0
RCL17.B.1B	RCFD8742 Forgn Exch Contracts Markd- Pos Value	0
RCL17.B.1C	RCFD8743 Equity Contracts Markd- Pos Values	0
RCL17.B.1D	RCFD8744 Commodity Contracts Markd- Pos Value	0
RCL17.B.2A	RCFD8745 Int Rate Contracts Markd- Neg Values	0
RCL17.B.2B	RCFD8746 Forgn Exch Contracts Markd- Neg Value	0
RCL17.B.2C	RCFD8747 Equity Contracts Markd- Neg Values	0
RCL17.B.2D	RCFD8748 Commodity Contracts Markd- Neg Value	0
RCL17.C.1A	RCFD8749 Int Rate Contracts Not Markd - PosVal	2338
RCL17.C.1B	RCFD8750 Forgn Exch Contracts Not Markd-PosVal	0

RCL17.C.1C	RCFD8751	Equity Contracts Not Markd - PosVal	0
RCL17.C.1D	RCFD8752	Commodity Contracts Not Markd-PosVal	0
RCL17.C.2A	RCFD8753	Int Rate Contracts Not Markd - NegVal	37867
RCL17.C.2B	RCFD8754	Forgn Exch Contracts Not Markd-NegVal	0
RCL17.C.2C	RCFD8755	Equity Contracts Not Markd - NegVal	0
RCL17.C.2D	RCFD8756	Commodity Contracts Not Markd-NegVal	0
RCLM.3	RCFD3833	Unused Commitments > 1 year	4508504
RCLM.3.A	RCFD3834	Participations in Commitments > 1 Yr	41575
RCLM.4	RCFD3377	Standby Letters of Credit - Non-U.S.	43973
RCLM.5.A	RCFD2741	Con Inst Lns w/o recourse - Prv Autos	N/A
RCLM.5.B	RCFD2742	Con Inst Lns w/o recourse - Crd Cards	0
RCLM.5.C	RCFD2743	Con Inst Lns w/o recourse - All other	N/A
RCM1.A	RCFD6164	Credit to Executives/Principals	1156
RCM1.B	RCFD6165	Number of Execs Who Borrowed \$500K/5%	0
RCM10.A	RCON6441	Mutual Fund: Money Market Funds	13635098
RCM10.B	RCON8427	Mutual Fund: Equity Securities	28869
RCM10.C	RCON8428	Mutual Fund: Debt Securities	4934
RCM10.D	RCON8429	Mutual Fund: Other Mutual Funds	421815
RCM10.E	RCON8430	Mutual Fund: Annuities	67
RCM10.F	RCON8784	Mutual Fund: Sales of Proprietary	5928611
RCM11	RCFDA525	Net Unamortized Gains (Sched RC)	6703
RCM12	RCFDA526	Assets Netted Against (Sched RC)	0
RCM13	RCFDA591	Outstanding Principal Bal Serviced	0
RCM2	RCFD3405	Fed Funds Sold -- Foreign Banks	0
RCM4.A	RCFD5500	O/S Bal Mortgages Serviced - GNMA	0
RCM4.B.1	RCFD5501	O/S Bal Morts Serviced-FHLMC w/ recou	0
RCM4.B.2	RCFD5502	O/S Bal Morts Serviced-FHLMC w/o rec	0
RCM4.C.1	RCFD5503	O/S Bal Morts Serviced-FNMA Reg optn	0
RCM4.C.2	RCFD5504	O/S Bal Morts Serviced-FNMA Spec optn	0
RCM4.D	RCFD5505	O/S Bal Morts Serviced-All other	0
RCM5.A	RCFD2103	Customers' Liability on Acceptances:	5495
RCM5.B	RCFD2104	Customers' Liability on Acceptances:	2919
RCM6.A	RCFD3164	Mtge Servicing Rights	0
RCM6.A.1	RCFDA590	Mort Serv Rights - Est Fair Value	0
RCM6.B.1	RCFDB026	Other intangible - Purch cc rels	0
RCM6.B.2	RCFD5507	Other Intangible - All Other	30663
RCM6.C	RCFD3163	Goodwill	280204
RCM6.D	RCFD2143	Total Intangible Assets	310867
RCM6.E	RCFD6442	Intangible Assets Grandfathered	0
RCM7	RCFD3295	Mandatory Convertible Debt Dedicatated	0
RCM8.A.1	RCFD5372	Othr Real Estate - Direct & Indirect	0
RCM8.A.2.A	RCON5508	Othr Real Estate - All other Real Est	0
RCM8.A.2.B	RCON5509	Othr Real Estate - Farmland	0

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RCM8.A.2.C	RCON5510	Othr Real Estate - 1-4 Family Residnt	1015
RCM8.A.2.D	RCON5511	Othr Real Estate - Multifamily Resid	0
RCM8.A.2.E	RCON5512	Othr Real Estate - Nonfarm Nonresiden	357
RCM8.A.2.F	RCFN5513	Othr Real Estate - In Foreign Offices	0
RCM8.A.3	RCFD2150	Othr Real Estate - Total	1372
RCM8.B.1	RCFD5374	Inves - Direct & Indirect invest R/E	0
RCM8.B.2	RCFD5375	Inves - All othr invest unconsol subs	3328
RCM8.B.3	RCFD2130	Investmnts in unconsol subs - Total	3328
RCM9	RCFD3778	Noncumulative Perpetual Preferred Stk	0
RCMM.1	RCFD3836	Interbank Holdings: Reciprocal	N/A
RCN.O.1	RCON6979	Optional Narrative Comment (Y/N)	0
RCN1.A.A	RCFD1245	RE US: 30-89 Days	48617
RCN1.A.B	RCFD1246	RE US: 90+ Days	22129
RCN1.A.C	RCFD1247	RE US: Nonaccrual	21907
RCN1.B.A	RCFD1248	RE non-US: 30-89 Days	0
RCN1.B.B	RCFD1249	RE non-US: 90+ Days	0
RCN1.B.C	RCFD1250	RE non-US: Nonaccrual	0
RCN10.A	RCFD5612	Loans/Leases US Guaranteed-30-89 Days	4305
RCN10.A.A	RCFD5615	Loans/Leases Guaranteed: 30-89 Days	3444
RCN10.A.B	RCFD5616	Loans/Leases Guaranteed: 30-89 Days	0
RCN10.A.C	RCFD5617	Loans/Leases Guaranteed: 30-89 Days	3715
RCN10.B	RCFD5613	Loans/Leases US Guaranteed- 90+ Days	0
RCN10.C	RCFD5614	Loans/Leases US Guaranteed-Nonaccrual	4644
RCN2.A.A	RCFD5377	Loans US Deps: US Banks: 30-89 Days	0
RCN2.A.B	RCFD5378	Loans US Deps: US Banks: 90+ Days	0
RCN2.A.C	RCFD5379	Loans US Deps: US Banks: Nonaccrual	0
RCN2.B.A	RCFD5380	Loans US Deps: Foreign: 30-89 Days	0
RCN2.B.B	RCFD5381	Loans US Deps: Foreign: 90+ Days	0
RCN2.B.C	RCFD5382	Loans US Deps: Foreign: Nonaccrual	0
RCN3.A	RCFD1594	Ag US: 30-89 Days	0
RCN3.B	RCFD1597	Ag US: 90+ Days	0
RCN3.C	RCFD1583	Ag US: Nonaccrual	0
RCN4.A.A	RCFD1251	Coml/Indl US: 30-89 Days	89596
RCN4.A.B	RCFD1252	Coml/Indl US: 90+ Days	4734
RCN4.A.C	RCFD1253	Coml/Indl US: Nonaccrual	75914

RCN4.B.A	RCFD1254	Coml/Indl	non-US: 30-89 Days	6443
RCN4.B.B	RCFD1255	Coml/Indl	non-US: 90+ Days	0
RCN4.B.C	RCFD1256	Coml/Indl	non-US: Nonaccrual	10240
RCN5.A.A	RCFD5383	Consumer: Credit Cards: 30-89 Days		1123
RCN5.A.B	RCFD5384	Consumer: Credit Cards: 90+ Days		869
RCN5.A.C	RCFD5385	Consumer: Credit Cards: Nonaccrual		0
RCN5.B.A	RCFD5386	Consumer: Other: 30-89 Days		33266
RCN5.B.B	RCFD5387	Consumer: Other: 90+ Days		4204
RCN5.B.C	RCFD5388	Consumer: Other: Nonaccrual		3139
RCN6.A	RCFD5389	Foreign: 30-89 Days		0
RCN6.B	RCFD5390	Foreign: 90+ Days		0
RCN6.C	RCFD5391	Foreign: Nonaccrual		0
RCN7.A	RCFD5459	Other: 30-89 Days		21981
RCN7.B	RCFD5460	Other: 90+ Days		3727
RCN7.C	RCFD5461	Other: Nonaccrual		15296
RCN8.A.A	RCFD1257	Leases US: 30-89 Days		0
RCN8.A.B	RCFD1258	Leases US: 90+ Days		0
RCN8.A.C	RCFD1259	Leases US: Nonaccrual		0
RCN8.B.A	RCFD1271	Leases non-US: 30-89 Days		0
RCN8.B.B	RCFD1272	Leases non-US: 90+ Days		0
RCN8.B.C	RCFD1791	Leases non-US: Nonaccrual		0
RCN9.A	RCFD3505	Debt Securities: 30-89 Days		0

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RCN9.B	RCFD3506	Debt Securities: 90+ Days	0
RCN9.C	RCFD3507	Debt Securities: Nonaccrual	0
RCNM.1.A	RCFD1658	Restruc'd Loans: 30-89 Days	0
RCNM.1.B	RCFD1659	Restruc'd Loans: 90+ Days	0
RCNM.1.C	RCFD1661	restruc'd Loans: Nonaccrual	0
RCNM.2.A	RCFD6558	Comm Real Estate Loans: 30-89 Days	2091
RCNM.2.B	RCFD6559	Comm Real Estate Loans: 90+ Days	0
RCNM.2.C	RCFD6560	Comm Real Estate Loans: Nonaccrual	1911
RCNM.3.AA	RCON2759	Secured Loans - Const: 30-89 Days	23920
RCNM.3.AB	RCON2769	Secured Loans - Const: 90+ Days	20972
RCNM.3.AC	RCON3492	Secured Loans - Const: Nonaccrual	5215
RCNM.3.BA	RCON3493	Secured Loans - Farmland: 30-89 Days	0
RCNM.3.BB	RCON3494	Secured Loans - Farmland: 90+ Days	0
RCNM.3.BC	RCON3495	Secured Loans - Farmland: Nonaccrual	0
RCNM.3.C1A	RCON5398	Secd Loans 1-4 Fam-Rev: 30-89 Days	0
RCNM.3.C1B	RCON5399	Secd Loans 1-4 Fam-Rev: 90+ Days	0
RCNM.3.C1C	RCON5400	Secd Loans 1-4 Fam-Rev: Nonaccrual	0
RCNM.3.C2A	RCON5401	Secd Loans 1-4 Fam-Other: 30-89 Days	19758
RCNM.3.C2B	RCON5402	Secd Loans 1-4 Fam-Other: 90+ Days	1157
RCNM.3.C2C	RCON5403	Secd Loans 1-4 Fam-Other: Nonaccrual	8296
RCNM.3.DA	RCON3499	Secured Loans - Multifam: 30-89 Days	180
RCNM.3.DB	RCON3500	Secured Loans - Multifam: 90+ Days	0
RCNM.3.DC	RCON3501	Secured Loans - Multifam: Nonaccrual	189
RCNM.3.EA	RCON3502	Secured Loans - Non Farm: 30-89 Days	4759
RCNM.3.EB	RCON3503	Secured Loans - Non Farm: 90+ Days	0
RCNM.3.EC	RCON3504	Secured Loans - Non Farm: Nonaccrual	8207
RCNM.4.AA	RCFD3522	Rate/Contract: Book Value: 30-89 Days	0
RCNM.4.AB	RCFD3528	Rate/Contract: Book Value: 90+ Days	0
RCNM.4.BA	RCFD3529	Rate/Contract: Replacement:30-89 Days	0
RCNM.4.BB	RCFD3530	Rate/Contract: Replacement: 90+ Days	0
RCO1.A	RCON0030	Unposted Debits	0
RCO1.B.1	RCON0031	Unposted Debits: Demand	N/A
RCO1.B.2	RCON0032	Unposted Debits: Time/Savings	N/A
RCO10	RCON8432	Deposit Institution Invest. Contracts	0
RCO11.A	RCON8785	Reciprocal Demand Bals - Savings Asc.	0
RCO11.B	RCONA181	Reciprocal Demand Bals - Foreign Brch	0
RCO11.C	RCONA182	Reciprocal Demand Bals - Cash Items	0
RCO12.A	RCONA527	Amt of Assets Netted agst Dem Deps	0
RCO12.B	RCONA528	Amt of Assets Netted agst Tim/Svg Dep	0
RCO2.A	RCON3510	Unposted Credits	0
RCO2.B.1	RCON3512	Unposted Credits: Demand	N/A
RCO2.B.2	RCON3514	Unposted Credits: Time/Savings	N/A
RCO3	RCON3520	Uninvested Trust Fund Cash	36545
RCO4.A	RCON2211	Demand Deposits of Unconsolidaed Subs	5898
RCO4.B	RCON2351	Time/Savings Deposits of Unconsolida	0
RCO4.C	RCON5514	Int accrued/unpaid on deps of con sub	0
RCO5.A	RCON2229	Demand Deposits: Insured Branches	0
RCO5.B	RCON2383	Time/Savings Deposits: Insured Branc	0
RCO5.C	RCON5515	Int accrued/unpaid on deps in ins brc	0
RCO6.A	RCON2314	Pass-through Reserve Balances: Demand	0
RCO6.B	RCON2315	Pass-through-Reserve Balances: Time/S	0
RCO7.A	RCON5516	Unamortized premiums	0
RCO7.B	RCON5517	Unamortized discounts	0
RCO8.A.1	RCONA531	OAKAR: Total Deposits Purchased	N/A
RCO8.A.2	RCONA532	OAKAR: Amt of Purchased Deposits	N/A
RCO8.B	RCONA533	OAKAR: Total Deposits Sold	N/A

RCOM.1.A.1	RCON2702 Amount of Deposit Accounts < \$100K	8280616
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RCOM.1.A.2	RCON3779 (June Only) Number of Deposit Accts <	N/A
RCOM.1.B.1	RCON2710 Amount of Deposit Accounts > \$100K	10117682
RCOM.1.B.2	RCON2722 Number of Deposit Accounts > \$100K	23266
RCOM.2.A	RCON6861 Yes/No: Bank has a better method/proc	0
RCOM.2.B	RCON5597 If YES: Uninsured Deposits Amount	N/A
RCOM.3	RCONA545 Cert No of consolidated inst.	N/A
RCR1	RCFD6056 Do You Meet Capital Requirements? Y/N	N/A
RCR2.A	RCFDA515 Subord Debt & Int Term Prfrd Stock	445000
RCR2.B	RCFDA516 Other Limited-Life cap Instr	0
RCR3.A1	RCFD8274 Regulatory capt ratios:Tier 1 Capital	1670423
RCR3.A2	RCFD8275 Regulatory capt ratios:Tier 2 Capital	663669
RCR3.A3	RCFD1395 Regulatory capt ratios: Tier 3 Capital	0
RCR3.B	RCFD3792 Regulatory capt ratios:Total RB Captl	2334092
RCR3.C	RCFDA222 Regulatory capt ratios:Excess allownc	0
RCR3.D1	RCFDA223 Regulatory capt ratios:Risk-wtd assts	19139973
RCR3.D2	RCFD1651 Regulatory capt ratios: Mrkt Risk-equiv	0
RCR3.E	RCFD1727 Regulatory capt ratios: Max Cont Dolr	0
RCR3.F	RCFDA224 Regulatory capt ratios:Avrg tot assts	23568274
RCR4.A	RCFD5163 00 % Risk assets recorded on Bal Sht	2612910
RCR4.B	RCFD3796 Zero % Risk: Credit Equiv Off-Balance	5991
RCR5.A	RCFD5165 20 % Risk assets recorded on Bal Sht	9234244
RCR5.B	RCFD3801 20 % Risk: Credit Equiv Off-Balance	403770
RCR6.A	RCFD3802 50 % Risk: Assets On Balance Sheet	805511
RCR6.B	RCFD3803 50 % Risk: Credit Equiv Off-Balance	220930
RCR7.A	RCFD3804 100 % Risk: Assets On Balance Sheet	12768319
RCR7.B	RCFD3805 100 % Risk: Credit Equiv Off-Balance	3930831
RCR8	RCFD3806 On-Balance Sheet Values Excluded From	156457
RCR9	RCFD3807 Total Assets Recorded On Balnce Sheet	25577441
RCRM.01	RCFD8764 Credit Exp - Off-Bal Sheet Derivative	288802
RCRM.02.AA	RCFD3809 Derivative Int Rate Contracts < 1 YR	1999920
RCRM.02.AB	RCFD8766 Derivative Int Rate Contracts 1-5 YRS	6327607
RCRM.02.AC	RCFD8767 Derivative Int Rate Contracts > 5 YRS	1036214
RCRM.02.BA	RCFD3812 Derivative Fgn Exch Contracts < 1 YR	1497198
RCRM.02.BB	RCFD8769 Derivative Fgn Exch Contracts 1-5 YRS	214571
RCRM.02.BC	RCFD8770 Derivative Fgn Exch Contracts > 5 YRS	4440
RCRM.02.CA	RCFD8771 Derivative Gold Contracts < 1 YR	0
RCRM.02.CB	RCFD8772 Derivative Gold Contracts 1-5 YRS	0
RCRM.02.CC	RCFD8773 Derivative Gold Contracts > 5 YRS	0
RCRM.02.DA	RCFD8774 Derivative P Metals Contracts < 1 YR	0
RCRM.02.DB	RCFD8775 Derivative P Metals Contracts 1-5 YRS	0
RCRM.02.DC	RCFD8776 Derivative P Metals Contracts > 5 YRS	0
RCRM.02.EA	RCFD8777 Derivative Commodity Contrcts < 1 YR	5424
RCRM.02.EB	RCFD8778 Derivative Commodity Contrcts 1-5 YRS	0
RCRM.02.EC	RCFD8779 Derivative Commodity Contrcts > 5 YRS	0
RCRM.02.FA	RCFDA000 Derivative Equity Contracts < 1 YR	109360
RCRM.02.FB	RCFDA001 Derivative Equity Contracts 1-5 YRS	417098
RCRM.02.FC	RCFDA002 Derivative Equity Contracts > 5 YRS	0
RCX01.A	RCFD3561 Number Of Loans To Executive Officers	1
RCX01.B	RCFD3562 Amount Of Loans To Executive Officers	18
RCX01.C1	RCFD7701 Start Rate (####.##%) Loans To Execs.	10.25%
RCX01.C2	RCFD7702 Top Rate (####.##%) Loans To Execs.	10.25%
RI-01.A.1A	RIAD4011 RE Loans	51303
RI-01.A.1B	RIAD4019 Loans to Dep'y Inst's	62
RI-01.A.1C	RIAD4024 Ag/Farmer Loans	903
RI-01.A.1D	RIAD4012 Coml/Indl Loans	119695
RI-01.A.1E	RIAD4026 Acceptances	0
RI-01.A.1G	RIAD4056 Loans to For Govts	151

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RI-01.A.1I	RIAD4058 Other Domestic Loans	34861
RI-01.A.2	RIAD4059 For Loans	0
RI-01.A1F1	RIAD4054 Credit Cards	3314
RI-01.A1F2	RIAD4055 Other Consumer	30779
RI-01.A1H1	RIAD4503 Taxable State/Local Obligations	0
RI-01.A1H2	RIAD4504 Exempt State/Local Obligations	54
RI-01.B.1	RIAD4505 Taxable Leases	453
RI-01.B.2	RIAD4307 Exempt Leases	0
RI-01.C.1	RIAD4105 Domestic Interest on Balances Due	0
RI-01.C.2	RIAD4106 For Interest on Balances due	0
RI-01.D.1	RIAD4027 US Govt/Treasury Securities	85723
RI-01.D.2A	RIAD4506 Taxable State/Local Securities	0
RI-01.D.2B	RIAD4507 Exempt State/Local Securities	3

RI-01.D.3	RIAD3657	Other Domestic Debt securities	0
RI-01.D.4	RIAD3658	Foreign Debt Securities	0
RI-01.D.5	RIAD3659	Equity Securities (incl mutual funds)	693
RI-01.E	RIAD4069	Interest on Trading Assets	153
RI-01.F	RIAD4020	Interest on Fed Funds Sold Etc	34330
RI-01.G	RIAD4107	Total Interest Income	362477
RI-02.A.1A	RIAD4508	Transaction Accounts	1062
RI-02.A.2	RIAD4172	Interest on For Deposits	0
RI-02.A1B1	RIAD4509	MMDAs	13903
RI-02.A1B2	RIAD4511	Other Savings	36351
RI-02.A1B3	RIADA517	Int Exp: Time Deposits >=\$100,000	13957
RI-02.A1B4	RIADA518	Int Exp: Time Deposits <\$100,000	25902
RI-02.B	RIAD4180	Fed Funds Purchased Etc	32968
RI-02.C	RIAD4185	Interest on Demand Notes to US Treasu	17788
RI-02.E	RIAD4200	Interest on Subordinated Notes/Debent	7126
RI-02.F	RIAD4073	Total Interest Expense	149057
RI-03	RIAD4074	Net Interest Income	213420
RI-04.A	RIAD4230	Provision for Loan and Lease Losses	21000
RI-04.B	RIAD4243	Provision for Allocated Transfer Risk	0
RI-05.A	RIAD4070	Income from Fiduciary Activities	52671
RI-05.B	RIAD4080	Service Charges on Deposit Accounts	35658
RI-05.C	RIADA220	Trading Revenue	7949
RI-05.F.1	RIAD5407	Other Noninterest Income - Fee Income	28252
RI-05.F.2	RIAD5408	Other Noninterest Income - All Other	34295
RI-05.G	RIAD4079	Total Noninterest Income	158825
RI-06.A	RIAD3521	Gain/Loss Sec Held to Maturities	0
RI-06.B	RIAD3196	Gain/Loss Sec Available-for-sale	0
RI-07.A	RIAD4135	Salaries and Benefits	146246
RI-07.B	RIAD4217	Expense on Premises/Fixed Assets	54766
RI-07.C	RIAD4092	Other Noninterest Expensze	63902
RI-07.D	RIAD4093	Total Noninterest Expense	264914
RI-08	RIAD4301	Income (loss) Before Income Taxes	86331
RI-09	RIAD4302	Income Taxes	31136
RI-10	RIAD4300	Income (loss) Before Extraordinary	55195
RI-11	RIAD4320	Extraordinary Items Net Of Taxes	0
RI-12	RIAD4340	Net Income (loss)	55195
RI-M.1	RIAD4513	Interest Expense on Exempt After 8/7/	2
RI-M.10	RIADA251	Memo:Credit losses on off-balnc sheet	0
RI-M.11	RIADA530	Does Bank have Subchapter-S Y/N	0
RI-M.12	RIAD4772	Deferred	N/A
RI-M.2	RIAD8431	Memoranda: Income Sale Mutuals	4505
RI-M.5	RIAD4150	Number of Employees on Payroll	9701
RI-M.7	RIAD9106	There is no description for this item	N/A
RI-M.8.A	RIAD8757	Memoranda: Trading Rev - Interest	17

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RI-M.8.B	RIAD8758	Memoranda: Trading Rev - Foreign Exch 7932
RI-M.8.C	RIAD8759	Memoranda: Trading Rev - Equity/Index 0
RI-M.8.D	RIAD8760	Memoranda: Trading Rev - Commodity 0
RI-M.9.A	RIAD8761	Memoranda: Impact - Interest Income 309
RI-M.9.B	RIAD8762	Memoranda: Impact - Interest Expense 534
RI-M.9.C	RIAD8763	Memoranda: Impact - Other Allocations 0
RIA01	RIAD3215	Total Equity on Dec 31 prev year-end 1733711
RIA02	RIAD3216	Equity Adjustments 0
RIA03	RIAD3217	Amended Balance Previous Year 1733711
RIA04	RIAD4340	Net Income/Loss 55195
RIA05	RIAD4346	Sale/Conversion of Stock 0
RIA06	RIAD4356	Changes Incident to Combinations 0
RIA07	RIAD4470	LESS: Cash Dividends on Common 0
RIA08	RIAD4460	LESS: Cash Dividends on preferred 0
RIA09	RIAD4411	Changes in Accounting Principles 0
RIA10	RIAD4412	Corrections of Accounting Errors 0
RIA11.A	RIAD8433	Net Unrealized Holding Avail Forsale 5262
RIA11.B	RIAD4574	Accm net gains(loss) on cash flow hedges 0
RIA12	RIAD4414	Foreign Currency Translation Adjustme 0
RIA13	RIAD4415	Other Parent BHC Transactions 0
RIA14	RIAD3210	Total Equity Capital End Of Cur. Per. 1794168
RIB1.1.A.A	RIAD4651	RE Loans: US 584
RIB1.1.A.B	RIAD4661	RE Loans: non-US 412
RIB1.1.B.A	RIAD4652	RE Loans: non-US: Charge-Offs 0
RIB1.1.B.B	RIAD4662	RE Loans: non-US: Recoveries 0
RIB1.2.A.A	RIAD4653	Loans to US Banks: Charge-Offs 0
RIB1.2.A.B	RIAD4663	Loans to US Banks: Recoveries 0
RIB1.2.B.A	RIAD4654	Loans to For Banks: Charge-Offs 0
RIB1.2.B.B	RIAD4664	Loans to For Banks: Recoveries 0
RIB1.3.A	RIAD4655	Ag/Farm Loans: Charge-Offs 0
RIB1.3.B	RIAD4665	Ag/Farm Loans: Recoveries 4
RIB1.4.A.A	RIAD4645	Coml/Indl Loans US: Charge-Offs 8295
RIB1.4.A.B	RIAD4617	Coml/Indl Loans US: Recoveries 734
RIB1.4.B.A	RIAD4646	Coml/Indl Loans non-US: Charge-Offs 3000

RIB1.4.B.B	RIAD4618	Coml/Indl Loans non-US: recoveries	0
RIB1.5.A.A	RIAD4656	Credit Cards: Charge-Offs	1097
RIB1.5.A.B	RIAD4666	Credits Cards: Recoveries	116
RIB1.5.B.A	RIAD4657	Other Consumer Charge-Offs	9305
RIB1.5.B.B	RIAD4667	Other Consumer: Recoveries	2529
RIB1.6.A	RIAD4643	Loans to For Govts: Charge-Offs	0
RIB1.6.B	RIAD4627	Loans to For Govts: Recoveries	0
RIB1.7.A	RIAD4644	Other Loans: Charge-Offs	205
RIB1.7.B	RIAD4628	Other Loans: Recoveries	405
RIB1.8.A.A	RIAD4658	Leases US: Charge-Offs	1
RIB1.8.A.B	RIAD4668	Leases US: Recoveries	0
RIB1.8.B.A	RIAD4659	Leases non-US: Charge-Offs	0
RIB1.8.B.B	RIAD4669	Leases non-US: Recoveries	0
RIB1.9.A	RIAD4635	Total Charge-offs (year-to-date)	22487
RIB1.9.B	RIAD4605	Total Recoveries (year-to-date)	4200
RIB1.M.4.A	RIAD5409	Memo: Charge-offs: Loans to fin comm.	162
RIB1.M.4.B	RIAD5410	Memo: Recoveries: Loans to fin commcl	62
RIB1.M.5AA	RIAD3582	Memo: Charge-offs: Loans sec construc	0
RIB1.M.5AB	RIAD3583	Memo: Recoveries: Loans sec construct	16
RIB1.M.5BA	RIAD3584	Memo: Charge-offs: Loans sec farmland	0
RIB1.M.5BB	RIAD3585	Memo: Recoveries: Loans sec farmland	4
RIB1.M.5DA	RIAD3588	Memo: Charge-offs: Loans sec multifam	0
RIB1.M.5DB	RIAD3589	Memo: Recoveries: Loans sec multifaml	2

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RIB1.M.5EA	RIAD3590	Memo: Charge-offs: Loans sec nonfarm	20
RIB1.M.5EB	RIAD3591	Memo: Recoveries: Loans sec nonfarm	124
RIB1.M5C1A	RIAD5411	Memo: Charge-offs: Revolv loans 1-4 r	0
RIB1.M5C1B	RIAD5412	Memo: Recoveries: Revolv loans 1-4 rs	0
RIB1.M5C2A	RIAD5413	Memo: Charge-offs: Other loans 1-4 rs	564
RIB1.M5C2B	RIAD5414	Memo: Recoveries: Other loans 1-4 res	266
RIB2.01	RIAD3124	Allowance for Loan/Lease: Dec 31	215956
RIB2.02	RIAD2419	Recoveries (Loan/Lease)	4200
RIB2.03	RIAD2432	LESS: Charge-Offs (Loan/Lease)	22487
RIB2.04	RIAD4230	Provision (Loan/Lease)	21000
RIB2.05	RIAD4815	Adjustments (Loan/Lease)	0
RIB2.06	RIADA512	Allow. Loan/Lease Loss Balance	218669
RID1.1.A	RIAD4837	Interest Income Booked	N/A
RID1.1.B	RIAD4838	Interest Expense Booked	N/A
RID1.1.C	RIAD4839	Total	N/A
RID1.2.A	RIAD4840	Net Int'l Int Income Sold American	N/A
RID1.2.B	RIAD4841	Net Domestic Int Income Booked Foreign	N/A
RID1.2.C	RIAD4842	Total	N/A
RID1.3.A	RIAD4097	Noninterest Intl INcome	N/A
RID1.3.B	RIAD4235	Provision for Intl Loan/Lease Losses	N/A
RID1.3.C	RIAD4239	Other Intl Nonint Expense	N/A
RID1.3.D	RIAD4843	Total	N/A
RID1.4	RIAD4844	Total	N/A
RID1.5	RIAD4845	Adjustment to Pretax Income Etc	N/A
RID1.6	RIAD4846	Total	N/A
RID1.7	RIAD4797	Intl Income Taxes	N/A
RID1.8	RIAD4341	Total	N/A
RID1.M.1	RIAD4847	Intracompany Int Income	N/A
RID1.M.2	RIAD4848	Intracompany Int Expense	N/A
RID2.1	RIAD4849	Interest Income at IBFs	N/A
RID2.2	RIAD4850	Interest Expense at IBFs	N/A
RID2.3.A	RIAD5491	Noninterest Intl Income (Gain/Losses)	N/A
RID2.3.B	RIAD5492	Noninterest Intl Income (Fees & Othr)	N/A
RID2.4	RIAD4852	Provision Loan/Lease Losses Intl Sold	N/A
RID2.5	RIAD4853	Other Noninterest Exp Intl Sold Ameri	N/A
RIE01.A	RIAD5415	Other non-interest income (RI-5.f.2)	N/A
RIE01.B	RIAD5416	Other non-interest income (RI-5.f.2)	N/A
RIE01.C	RIAD5417	Other non-interest income (RI-5.f.2)	N/A
RIE01.D	RIAD4461	Other non-interest income (RI-5.f.2)	19820
RIE01.E	RIAD4462	Other non-interest income (RI-5.f.2)	0
RIE01.F	RIAD4463	Other non-interest income (RI-5.f.2)	0
RIE02.A	RIAD4531	Other non-interest expense (RI-7.c)	9747
RIE02.B	RIAD5418	Other non-interest expense (RI-7.c)	N/A
RIE02.C	RIAD5419	Other non-interest expense (RI-7.c)	N/A
RIE02.D	RIAD5420	Other non-interest expense (RI-7.c)	N/A
RIE02.E	RIAD4464	Other non-interest expense (RI-7.c)	N/A
RIE02.F	RIAD4467	Other non-interest expense (RI-7.c)	N/A
RIE02.G	RIAD4468	Other non-interest expense (RI-7.c)	N/A
RIE03.A.1	RIAD6373	Effect of adopting FAS 133	0
RIE03.A.2	RIAD4486	Applicable tax effect (RI-11.b)	0
RIE03.B.1	RIAD4487	Extraordinary items and Adj (RI-11.a)	0
RIE03.B.2	RIAD4488	Applicable tax effect (RI-11.b)	0
RIE03.C.1	RIAD4489	Extraordinary items and Adj (RI-11.a)	0
RIE03.C.2	RIAD4491	Applicable tax effect (RI-11.b)	0
RIE04.A	RIAD4492	Equity cap adjustments (RIA-2)	N/A



RIE04.B	RIAD4493 Equity cap adjustments (RIA-2)	N/A
RIE05.A	RIAD4494 Acct changes effects (RIA-9)	N/A

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RIE05.B	RIAD4495 Acctg changes effects (RIA-9)	N/A
RIE06.A	RIAD4496 Corrections (RIA-10)	N/A
RIE06.B	RIAD4497 Corrections (RIA-10)	N/A
RIE07.A	RIAD4498 Transactions w/parent (RIA-12)	N/A
RIE07.B	RIAD4499 Transactions w/parent (RIA-12)	N/A
RIE08.A	RIAD4521 Adjs. to allow for l & l loss (RIB.2.	N/A
RIE08.B	RIAD4522 Adjs. to allow for l & l loss (RIB.2.	N/A
RIE09	RIAD4769 RI-E Other Explanations (Y/N)	0

## SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

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FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE  
TRUST INDENTURE ACT OF 1939  
OF A CORPORATION DESIGNATED TO ACT AS TRUSTEECHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY  
OF A TRUSTEE PURSUANT TO SECTION 305(b) (2) \_\_\_\_\_

-----

CHASE BANK OF TEXAS, NATIONAL ASSOCIATION  
(Exact name of trustee as specified in its charter)74-0800980  
(I.R.S. Employer Identification Number)712 MAIN STREET, HOUSTON, TEXAS  
(Address of principal executive offices)77002  
(Zip code)LEE BOOCKER, 712 MAIN STREET, 26TH FLOOR  
HOUSTON, TEXAS 77002 (713) 216-2448  
(Name, address and telephone number of agent for service)QUANTA SERVICES, INC.  
(Exact name of obligor as specified in its charter)DELAWARE  
(State or other jurisdiction of  
incorporation or organization)74-2851603  
(I.R.S. Employer  
Identification Number)1360 POST OAK BOULEVARD, SUITE 2100  
HOUSTON, TEXAS  
(Address of principal executive offices)77056  
(Zip code)DEBT SECURITIES  
(Title of indenture securities)

## ITEM 1. GENERAL INFORMATION.

FURNISH THE FOLLOWING INFORMATION AS TO THE TRUSTEE:

- (a) NAME AND ADDRESS OF EACH EXAMINING OR SUPERVISING AUTHORITY TO
- 
- WHICH IT IS SUBJECT.

Comptroller of the Currency, Washington, D.C. Federal Deposit  
Insurance Corporation, Washington, D.C. Board of Governors of  
the Federal Reserve System, Washington, D.C.

- (b) WHETHER IT IS AUTHORIZED TO EXERCISE CORPORATE TRUST POWERS.

The trustee is authorized to exercise corporate trust powers.

## ITEM 2. AFFILIATIONS WITH THE OBLIGOR.

IF THE OBLIGOR IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH  
AFFILIATION.

The obligor is not an affiliate of the trustee. (See Note on Page 7.)

## ITEM 3. VOTING SECURITIES OF THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF VOTING SECURITIES  
OF THE TRUSTEE.<TABLE>  
<CAPTION>COL. A  
TITLE OF CLASSCOL. B  
AMOUNT OUTSTANDING

-----<S>-----<C>-----  
 Not applicable by virtue of Form T-1 General Instruction B and response  
 to Item 13.  
 </TABLE>

ITEM 4. TRUSTEESHIPS UNDER OTHER INDENTURES.

IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY  
 OTHER SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER  
 SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, FURNISH THE FOLLOWING INFORMATION:

(a) TITLE OF THE SECURITIES OUTSTANDING UNDER EACH SUCH OTHER  
 INDENTURE.

Not applicable by virtue of Form T-1 General Instruction B and response  
 to Item 13.

ITEM 4. (CONTINUED)

(b) A BRIEF STATEMENT OF THE FACTS RELIED UPON AS A BASIS FOR THE CLAIM  
 THAT NO CONFLICTING INTEREST WITHIN THE MEANING OF SECTION 310(b)(1) OF  
 THE ACT ARISES AS A RESULT OF THE TRUSTEESHIP UNDER ANY SUCH OTHER  
 INDENTURE, INCLUDING A STATEMENT AS TO HOW THE INDENTURE SECURITIES  
 WILL RANK AS COMPARED WITH THE SECURITIES ISSUED UNDER SUCH OTHER  
 INDENTURE.

Not applicable by virtue of Form T-1 General Instruction B and response  
 to Item 13.

ITEM 5. INTERLOCKING DIRECTORATES AND SIMILAR RELATIONSHIPS WITH OBLIGOR OR  
 UNDERWRITERS.

IF THE TRUSTEE OR ANY OF THE DIRECTORS OR EXECUTIVE OFFICER OF THE  
 TRUSTEE IS A DIRECTOR, OFFICER, PARTNER, EMPLOYEE, APPOINTEE, OR REPRESENTATIVE  
 OF THE OBLIGOR OR OF ANY UNDERWRITER FOR THE OBLIGOR, IDENTIFY EACH SUCH PERSON  
 HAVING ANY SUCH CONNECTION AND STATE THE NATURE OF EACH SUCH CONNECTION.

Not applicable by virtue of Form T-1 General Instruction B and response  
 to Item 13.

ITEM 6. VOTING SECURITIES OF THE TRUSTEE OWNED BY THE OBLIGOR OR ITS OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE  
 TRUSTEE OWNED BENEFICIALLY BY THE OBLIGOR AND EACH DIRECTOR, PARTNER AND  
 EXECUTIVE OFFICER OF THE OBLIGOR.

<TABLE>  
 <CAPTION>  
 COL. A COL. B COL. C COL. D  
 PERCENTAGE OF  
 VOTING SECURITIES  
 REPRESENTED BY  
 AMOUNT GIVEN IN  
 COL. C  
 NAME OF OWNER TITLE OF CLASS AMOUNT OWNED  
 BENEFICIALLY  
 - - - - -  
 <S> <C> <C> <C>  
 Not applicable by virtue of Form T-1 General Instruction B and response to  
 Item 13.  
 </TABLE>

ITEM 7. VOTING SECURITIES OF THE TRUSTEE OWNED BY UNDERWRITERS OR THEIR  
 OFFICIALS.

FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF THE  
 TRUSTEE OWNED BENEFICIALLY BY EACH UNDERWRITER FOR THE OBLIGOR AND EACH  
 DIRECTOR, PARTNER AND EXECUTIVE OFFICER OF EACH SUCH UNDERWRITER.

<TABLE>  
 <CAPTION>  
 COL. A COL. B COL. C COL. D  
 PERCENTAGE OF  
 VOTING SECURITIES  
 REPRESENTED BY  
 AMOUNT GIVEN IN  
 COL. C  
 NAME OF OWNER TITLE OF CLASS AMOUNT OWNED  
 BENEFICIALLY  
 - - - - -

<S> <C> <C> <C>  
 Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.  
 </TABLE>

ITEM 8. SECURITIES OF THE OBLIGOR OWNED OR HELD BY THE TRUSTEE.

FURNISH THE FOLLOWING INFORMATION AS TO THE SECURITIES OF THE OBLIGOR OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY THE TRUSTEE.

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
	WHETHER THE SECURITIES ARE VOTING OR NONVOTING SECURITIES	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
TITLE OF CLASS			
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.			
</TABLE>			

ITEM 9. SECURITIES OF UNDERWRITERS OWNED OR HELD BY THE TRUSTEE.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF AN UNDERWRITER FOR THE OBLIGOR, FURNISH THE FOLLOWING

3

INFORMATION AS TO EACH CLASS OF SECURITIES OF SUCH UNDERWRITER ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
		AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING		
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.			
</TABLE>			

ITEM 10. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF VOTING SECURITIES OF CERTAIN AFFILIATES OR SECURITY HOLDERS OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT VOTING SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE (1) OWNS 10% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR OR (2) IS AN AFFILIATE, OTHER THAN A SUBSIDIARY, OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO THE VOTING SECURITIES OF SUCH PERSON.

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
		AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C
NAME OF ISSUER AND TITLE OF CLASS	AMOUNT OUTSTANDING		
-----	-----	-----	-----
<S>	<C>	<C>	<C>
Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.			
</TABLE>			

ITEM 11. OWNERSHIP OR HOLDINGS BY THE TRUSTEE OF ANY SECURITIES OF A PERSON OWNING 50% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR.

IF THE TRUSTEE OWNS BENEFICIALLY OR HOLDS AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT ANY SECURITIES OF A PERSON WHO, TO THE KNOWLEDGE OF THE TRUSTEE, OWNS 50% OR MORE OF THE VOTING SECURITIES OF THE OBLIGOR, FURNISH THE FOLLOWING INFORMATION AS TO EACH CLASS OF SECURITIES OR SUCH PERSON ANY OF WHICH ARE SO OWNED OR HELD BY THE TRUSTEE.

4

<TABLE> <CAPTION>			
COL. A	COL. B	COL. C	COL. D
NAME OF ISSUER AND TITLE OF CLASS -----	AMOUNT OUTSTANDING -----	AMOUNT OWNED BENEFICIALLY OR HELD AS COLLATERAL SECURITY FOR OBLIGATIONS IN DEFAULT BY TRUSTEE -----	PERCENT OF CLASS REPRESENTED BY AMOUNT GIVEN IN COL. C -----
<S>	<C>	<C>	<C>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

</TABLE>

ITEM 12. INDEBTEDNESS OF THE OBLIGOR TO THE TRUSTEE.

EXCEPT AS NOTED IN THE INSTRUCTIONS, IF THE OBLIGOR IS INDEBTED TO THE TRUSTEE, FURNISH THE FOLLOWING INFORMATION:

<TABLE> <CAPTION>		
COL. A	COL. B	COL. C
NATURE OF INDEBTEDNESS -----	AMOUNT OUTSTANDING -----	DATE DUE -----
<S>	<C>	<C>

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

</TABLE>

ITEM 13. DEFAULTS BY THE OBLIGOR.

(a) STATE WHETHER THERE IS OR HAS BEEN A DEFAULT WITH RESPECT TO THE SECURITIES UNDER THIS INDENTURE. EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There is not, nor has there been, a default with respect to the securities under this indenture. (See Note on Page 7.)

ITEM 13. (CONTINUED)

(b) IF THE TRUSTEE IS A TRUSTEE UNDER ANOTHER INDENTURE UNDER WHICH ANY SECURITIES, OR CERTIFICATES OF INTEREST OR PARTICIPATION IN ANY OTHER SECURITIES, OF THE OBLIGOR ARE OUTSTANDING, OR IS TRUSTEE FOR MORE THAN ONE OUTSTANDING SERIES OF SECURITIES UNDER THE INDENTURE, STATE WHETHER THERE HAS BEEN A DEFAULT UNDER ANY SUCH INDENTURE OR SERIES, IDENTIFY THE INDENTURE OR SERIES AFFECTED, AND EXPLAIN THE NATURE OF ANY SUCH DEFAULT.

There has not been a default under any such indenture or series. (See Note on Page 7.)

5

ITEM 14. AFFILIATIONS WITH THE UNDERWRITERS.

IF ANY UNDERWRITER IS AN AFFILIATE OF THE TRUSTEE, DESCRIBE EACH SUCH AFFILIATION.

Not applicable by virtue of Form T-1 General Instruction B and response to Item 13.

ITEM 15. FOREIGN TRUSTEE.

IDENTIFY THE ORDER OR RULE PURSUANT TO WHICH THE FOREIGN TRUSTEE IS AUTHORIZED TO ACT AS SOLE TRUSTEE UNDER INDENTURES QUALIFIED OR TO BE QUALIFIED

UNDER THE ACT.

Not applicable.

ITEM 16. LIST OF EXHIBITS.

LIST BELOW ALL EXHIBITS FILED AS PART OF THIS STATEMENT OF ELIGIBILITY.

- o 1. A copy of the articles of association of the trustee now in effect.
- # 2. A copy of the certificate of authority of the trustee to commence business.
- \* 3. A copy of the certificate of authorization of the trustee to exercise corporate trust powers issued by the Board of Governors of the Federal Reserve System under date of January 21, 1948.
- + 4. A copy of the existing bylaws of the trustee.
- 5. Not applicable.
- 6. The consent of the United States institutional trustees required by Section 321(b) of the Act.
- 7. A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
- 8. Not applicable.
- 9. Not applicable.

NOTE REGARDING INCORPORATED EXHIBITS

Effective January 20, 1998, the name of the Trustee was changed from Texas Commerce Bank National Association to Chase Bank of Texas, National Association. Certain of the exhibits incorporated herein by reference, except for Exhibit 7, were filed under the former name of the Trustee.

6

o Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-56195.

# Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-42814.

\* Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-11 File No. 33-25132.

+ Incorporated by reference to exhibit bearing the same designation and previously filed with the Securities and Exchange Commission as exhibits to the Form S-3 File No. 33-65055.

NOTE

Inasmuch as this Form T-1 is filed prior to the ascertainment by the trustee of all facts on which to base responsive answers to Items 2 and 13, the answers to said Items are based on incomplete information. Such Items may, however, be considered as correct unless amended by an amendment to this Form T-1.

SIGNATURE

PURSUANT TO THE REQUIREMENTS OF THE TRUST INDENTURE ACT OF 1939 THE TRUSTEE, CHASE BANK OF TEXAS, NATIONAL ASSOCIATION, FORMERLY KNOWN AS TEXAS COMMERCE BANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, HAS DULY CAUSED THIS STATEMENT OF ELIGIBILITY TO BE SIGNED ON ITS BEHALF BY THE UNDERSIGNED, THEREUNTO AUTHORIZED, ALL IN THE CITY OF HOUSTON, AND STATE OF TEXAS, ON THE 20TH DAY OF JUNE, 2000.

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION, AS TRUSTEE

By: /s/ JOHN G. JONES

-----  
John G. Jones  
Vice President

7

EXHIBIT 6

Securities and Exchange Commission  
Washington, D.C. 20549

Gentlemen:

The undersigned is trustee under a Subordinated Indenture between Quanta Services, Inc., a Delaware corporation, as obligor (the "Company"), and Chase Bank of Texas, National Association, as Trustee, entered into in connection with the issuance of the Company's Debt Securities.

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned hereby consents that reports of examinations of the undersigned, made by Federal or State authorities authorized to make such examinations, may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Very truly yours,

CHASE BANK OF TEXAS, NATIONAL  
ASSOCIATION, as Trustee

By:

-----  
John G. Jones  
Vice President

<TABLE>		
<S>	<C>	<C>
RC-01.A	RCFD0081 Cash and Noninterest-bearing Balances	2606925
RC-01.B	RCFD0071 Interest-bearing Balances	3860
RC-02.A	RCFD1754 Securities Held-to-Maturity	93139
RC-02.B	RCFD1773 Securities Available-for-sale	5203861
RC-03	RCFD1350 Fed Funds Sold & Secs Purchased	3517317
RC-04.A	RCFD2122 Loans and Leases	12434834
RC-04.B	RCFD3123 LESS: Allowance for Loan and Lease Lo	218669
RC-04.C	RCFD3128 LESS: Allocated Transfer Risk Reserve	0
RC-04.D	RCFD2125 Net Loans & Leases (Total)	12216165
RC-05	RCFD3545 Trading Assets	288752
RC-06	RCFD2145 Premises and Fixed Assets	691456
RC-07	RCFD2150 Other REO	1372
RC-08	RCFD2130 Investments in Unconsolidated Subsidi	3328
RC-09	RCFD2155 Customers' Liability on Acceptances	8414
RC-10	RCFD2143 Intangible Assets	310867
RC-11	RCFD2160 Other Assets	413316
RC-12	RCFD2170 Total Assets	25358772
RC-13.A	RCON2200 Deposits: Domestic Offices	18398298
RC-13.A.1	RCON6631 Domestic Deposits: Noninterest-bearin	8298217
RC-13.A.2	RCON6636 Domestic Deposits: Interest-bearing	10100081
RC-13.B	RCFN2200 Deposits: Foreign Offices	0
RC-13.B.1	RCFN6631 Foreign Deposits: Noninterest-bearing	0
RC-13.B.2	RCFN6636 Foreign Deposits: Interest-bearing	0
RC-14	RCFD2800 Fed Funds Purchased & Secs Sold	3215702
RC-15.A	RCON2840 Demand Notes to US Treasury	417208
RC-15.B	RCFD3548 Trading Liabilities	271966
RC-16.A	RCFD2332 Other Borrowed Money: Maturity < 1yr	562723
RC-16.B	RCFDA547 Other Borrowed Money: Mat. 1-3 YRS	0
RC-16.C	RCFDA548 Other Borrowed Money: Maturity > 3yr	14208
RC-18	RCFD2920 Bank's Liability on Acceptances	8414
RC-19	RCFD3200 Subordinated Notes and Debentures	445000
RC-20	RCFD2930 Other Liabilities	231085
RC-21	RCFD2948 Total Liabilities	23564604
RC-23	RCFD3838 Perpetual Preferred Stock & Surplus	0
RC-24	RCFD3230 Common Stock	612893
RC-25	RCFD3839 Surplus	924674
RC-26.A	RCFD3632 Undivided Profits/Capital Reserves	443723

RC-26.B	RCFD8434	Unrealized holding gain(loss) secur.	-187122
RC-26.C	RCFD4336	Accm net gains(loss) on cash flow hedges	0
RC-27	RCFD3284	Foreign Currency Translation Adjustme	0
RC-28	RCFD3210	Total Equity Capital	1794168
RC-29	RCFD3300	Total Liabs, Pref. Stck, & Equity Cap	25358772
RC-M.1	RCFD6724	Auditor memo	2
RCA1.A	RCFD0022	Consolidated Bank: Cash	2123712
RCA1.A.B	RCON0020	Domestic Offices: Cash Items In Colle	1816324
RCA1.B.B	RCON0080	Domestic Offices: Cash	307388
RCA2.A.A	RCFD0083	Consolidated Bank: Due from US Branch	0
RCA2.B	RCON0082	Domestic Offices: Due from US Deposit	380632
RCA2.B.A	RCFD0085	Consolidated Bank: Due from Other Dep	380632
RCA3.A.A	RCFD0073	Consolidated Bank: Due from Foreign U	6806
RCA3.B	RCON0070	Domestic Offices: Due from Foreign Ba	15694
RCA3.B.A	RCFD0074	Consolidated Bank: Due from Other For	8888
RCA4.A	RCFD0090	Due from Fed Reserve Banks	90747
RCA4.B	RCON0090	Domestic Offices: Due from Fed Reserv	90747
RCA5.A	RCFD0010	Domestic Offices - Total	2610785
RCA5.B	RCON0010	Consolidated Bank - Total	2610785
RCAM.1	RCON0050	Non-Int bearing bals due from US Bnks	377504

</TABLE>

<TABLE>

<S>	<C>	<C>
RCB1.A	RCFD0211	Held: Cost: US Treasury Securities 0
RCB1.B	RCFD0213	Held: Value: US Treasury Securities 0
RCB1.C	RCFD1286	Sale: Cost: US Treasury Securities 1424141
RCB1.D	RCFD1287	Sale: Value: US Treasury Securities 1364373
RCB2.A.A	RCFD1289	Held: Cost: Obligations US agencies 0
RCB2.A.B	RCFD1290	Held: Value: Obligations US agencies 0
RCB2.A.C	RCFD1291	Sale: Cost: Obligations US agencies 0
RCB2.A.D	RCFD1293	Sale: Value: Obligations US agencies 0
RCB2.B.A	RCFD1294	Held: Cost: Obligations US sponsored 36
RCB2.B.B	RCFD1295	Held: Value: Obligations US sponsored 323
RCB2.B.C	RCFD1297	Sale: Cost: Obligations US sponsored 251363
RCB2.B.D	RCFD1298	Sale: Value: Obligations US sponsored 230758
RCB3.A.A	RCFD1676	Held: Cost: General Obligations 130
RCB3.A.B	RCFD1677	Held: Value: General Obligations 130
RCB3.A.C	RCFD1678	Sale: Cost: General Obligations 0
RCB3.A.D	RCFD1679	Sale: Value: General Obligations 0
RCB3.B.A	RCFD1681	Held: Cost: Revenue Obligations 0
RCB3.B.B	RCFD1686	Held: Value: Revenue Obligations 0
RCB3.B.C	RCFD1690	Sale: Cost: Revenue Obligations 0
RCB3.B.D	RCFD1691	Sale: Value: Revenue Obligations 0
RCB3.C.A	RCFD1694	Held: Cost: Industrial Obligations 0
RCB3.C.B	RCFD1695	Held: Value: Industrial Obligations 0
RCB3.C.C	RCFD1696	Sale: Cost: Industrial Obligations 0
RCB3.C.D	RCFD1697	Sale: Value: Industrial Obligations 0
RCB4.A.1.A	RCFD1698	Held: Cost: Security Guaranteed GNMA 0
RCB4.A.1.B	RCFD1699	Held: Value: Security Guaranteed GNMA 0
RCB4.A.1.C	RCFD1701	Sale: Cost: Security Guaranteed GNMA 777948
RCB4.A.1.D	RCFD1702	Sale: Value: Security Guaranteed GNMA 740841
RCB4.A.2.A	RCFD1703	Held: Cost: Security Issued FNMA 92973
RCB4.A.2.B	RCFD1705	Held: Value: Security Issued FNMA 91272
RCB4.A.2.C	RCFD1706	Sale: Cost: Security Issued FNMA 2996660
RCB4.A.2.D	RCFD1707	Sale: Value: Security Issued FNMA 2821762
RCB4.A.3.A	RCFD1709	Held: Cost: Other Pass-Through Secs 0
RCB4.A.3.B	RCFD1710	Held: Value: Other Pass-Through Secs 0
RCB4.A.3.C	RCFD1711	Sale: Cost: Other Pass-Through Secs 0
RCB4.A.3.D	RCFD1713	Sale: Value: Other Pass-Through Secs 0
RCB4.B.1.A	RCFD1714	Held: Cost: Issued/Guar. FNMA, Etc. 0
RCB4.B.1.B	RCFD1715	Held: Value: Issued/Guar. FNMA, Etc. 0
RCB4.B.1.C	RCFD1716	Sale: Cost: Issued/Guar. FNMA, Etc. 0
RCB4.B.1.D	RCFD1717	Sale: Value: Issued/Guar. FNMA, Etc. 0
RCB4.B.2.A	RCFD1718	Held: Cost: Collateralized MBS -FNMA 0
RCB4.B.2.B	RCFD1719	Held: Value: Collateralized MBS -FNMA 0
RCB4.B.2.C	RCFD1731	Sale: Cost: Collateralized MBS -FNMA 0
RCB4.B.2.D	RCFD1732	Sale: Value: Collateralized MBS -FNMA 0
RCB4.B.3.A	RCFD1733	Held: Cost: All Other MBS 0
RCB4.B.3.B	RCFD1734	Held: Value: All Other MBS 0
RCB4.B.3.C	RCFD1735	Sale: Cost: All Other MBS 0
RCB4.B.3.D	RCFD1736	Sale: Value: All Other MBS 0
RCB5.A.A	RCFD1737	Held: Cost: Other Domestic Debt Sec. 0
RCB5.A.B	RCFD1738	Held: Value: Other Domestic Debt Sec. 0
RCB5.A.C	RCFD1739	Sale: Cost: Other Domestic Debt Sec. 0
RCB5.A.D	RCFD1741	Sale: Value: Other Domestic Debt Sec. 0
RCB5.B.A	RCFD1742	Held: Cost: Foreign Debt Securities 0
RCB5.B.B	RCFD1743	Held: Value: Foreign Debt Securities 0
RCB5.B.C	RCFD1744	Sale: Cost: Foreign Debt Securities 0
RCB5.B.D	RCFD1746	Sale: Value: Foreign Debt Securities 0
RCB6.A.C	RCFDA510	Sale: Cost: Securities Mutual Funds 0

</TABLE>



<TABLE>	<S>	<C>	<C>
RCB6.A.D	RCFDA511	Sale: Value: Securities Mutual Funds	0
RCB6.B.C	RCFD1752	Sale: Cost: Other Equity Securities	46127
RCB6.B.D	RCFD1753	Sale: Value: Other Equity Securities	46127
RCB7.A	RCFD1754	Total Held-to-maturity - Amort Cost	93139
RCB7.B	RCFD1771	Total Held-to-maturity - Fair Value	91725
RCB7.C	RCFD1772	Total Avail-for-sale - Amort Cost	5496239
RCB7.D	RCFD1773	Total Avail-for-sale - Fair Value	5203861
RCBM.1	RCFD0416	Pledged	1625934
RCBM.2.A.1	RCFDA549	Memoranda: Non-Mort Debt < 3 MO	667
RCBM.2.A.2	RCFDA550	Memoranda: Non-Mort Debt 3-12 MO	92787
RCBM.2.A.3	RCFDA551	Memoranda: Non-Mort Debt 1-3 YRS	65
RCBM.2.A.4	RCFDA552	Memoranda: Non-Mort Debt 3-5 YRS	788361
RCBM.2.A.5	RCFDA553	Memoranda: Non-Mort Debt 5-15 YRS	713382
RCBM.2.A.6	RCFDA554	Memoranda: Non-Mort Debt > 15 YRS	36
RCBM.2.B.1	RCFDA555	Memoranda: Mort Pass Thru < 3 MO	26
RCBM.2.B.2	RCFDA556	Memoranda: Mort Pass Thru 3-12 MO	78603
RCBM.2.B.3	RCFDA557	Memoranda: Mort Pass Thru 1-3 YRS	16058
RCBM.2.B.4	RCFDA558	Memoranda: Mort Pass Thru 3-5 YRS	44
RCBM.2.B.5	RCFDA559	Memoranda: Mort Pass Thru 5-15 YRS	453676
RCBM.2.B.6	RCFDA560	Memoranda: Mort Pass Thru > 15 YRS	3107168
RCBM.2.C.1	RCFDA561	Memoranda: Other Mort-backed < 3 YRS	0
RCBM.2.C.2	RCFDA562	Memoranda: Other Mort-backed > 3 YRS	0
RCBM.2.D	RCFDA248	Memoranda: Tot Debt < 1 YR	139476
RCBM.7	RCFD1778	Amortized Cost Held Securities Sold	0
RCBM.9.A	RCFD8782	Structured Notes - Amortized Cost	0
RCBM.9.B	RCFD8783	Structured Notes - Fair Value	0
RCC01.A	RCFD1410	Consolidated RE Loans	2417895
RCC01.A.B	RCON1415	Domestic Const/Development Loans	524733
RCC01.B.B	RCON1420	Domestic Secured by Farmland	8325
RCC01.C.1B	RCON1797	Domestic Secured by 1-4 Revolving	0
RCC01.C.2A	RCON5367	Domestic Secured by 1-4 Other	799646
RCC01.C.2B	RCON5368	Domestic Secured by 1-4 Other	518390
RCC01.D.B	RCON1460	Domestic Secured by 5+	71649
RCC01.E.B	RCON1480	Domestic Secured by Nonfarm Nonreside	495152
RCC02.A.B	RCON1505	Domestic to US Coml Banks	1465
RCC02.A1.A	RCFD1506	Consolidated to US Branches of Forei	1125
RCC02.A2.A	RCFD1507	Consolidated to Other US Coml Banks	340
RCC02.B.A	RCFD1517	Consolidated to Other Dep'y in US	10028
RCC02.B.B	RCON1517	Domestic to Other Dep'y in US	10028
RCC02.C.B	RCON1510	Domestic to Foreign Banks	0
RCC02.C1.A	RCFD1513	Consolidated to For Branches US Bank	0
RCC02.C2.A	RCFD1516	Consolidated to Foreign Banks	0
RCC03.A	RCFD1590	Consolidated to Farmers	52389
RCC03.B	RCON1590	Domestic to Farmers	52389
RCC04.A.A	RCFD1763	Consolidated US Coml	6361490
RCC04.A.B	RCON1763	Domestic US Coml	6361490
RCC04.B.A	RCFD1764	Consolidated non-US Coml	192500
RCC04.B.B	RCON1764	Domestic non-US Coml	192500
RCC05.A.A	RCFD1756	Consolidated Accep's of US Banks	0
RCC05.A.B	RCON1756	Domestic Accep's of US Bank	0
RCC05.B.A	RCFD1757	Consolidated Accep's of Foreign Banks	0
RCC05.B.B	RCON1757	Domestic Accep's of Foreign Banks	0
RCC06.A.A	RCFD2008	Consolidated Credit Cards	101282
RCC06.B	RCON1975	Domestic Consumer	1314916
RCC06.B.A	RCFD2011	Consolidated Other Consumer	1213634
RCC07.A	RCFD2081	Consolidated Loans to For Govts	5636
RCC07.B	RCON2081	Domestic Loans to For Govts	5636

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RCC08.A	RCFD2107	Consolidated Obligations US	12777
RCC08.B	RCON2107	Domestic Obligations US	12777
RCC09.A	RCFD1563	Consolidated Other	2022033
RCC09.A.B	RCON1545	Domestic Loans for Securities	32003
RCC09.B.B	RCON1564	Domestic Other	1990030
RCC10.A.A	RCFD2182	Consolidated US Leases	43705
RCC10.B	RCON2165	Domestic Leases	43705
RCC10.B.A	RCFD2183	Consolidated For Leases	0
RCC11.A	RCFD2123	LESS: Consolidated Unearned Income	0
RCC11.B	RCON2123	LESS: Domestic Unearned Income	0
RCC12.A	RCFD2122	Total Loans & Leases (Consolidated)	12434834
RCC12.B	RCON2122	Total Loans & Leases (Domestic)	12434834
RCCM.2.A1A	RCFD1687	Cons Restruc'd US RE	0
RCCM.2.A2A	RCFD1689	Cons Restruc'd non-US RE	0
RCCM.2.B.A	RCFD8691	Cons Restruc'd - All Other Loan/Lease	0

RCCM.2.C.A	RCFD8692	Cons Restruc'd - Non-U.S. Addressees	0
RCCM.3.A.1	RCONA564	Memo: Loans Secd by Real Est < 3 MO	82858
RCCM.3.A.2	RCONA565	Memo: Loans Secd by Real Est 3-12 MO	121453
RCCM.3.A.3	RCONA566	Memo: Loans Secd by Real Est 1-3 YRS	172932
RCCM.3.A.4	RCONA567	Memo: Loans Secd by Real Est 3-5 YRS	119442
RCCM.3.A.5	RCONA568	Memo: Loans Secd by Real Est 5-15 YRS	112857
RCCM.3.A.6	RCONA569	Memo: Loans Secd by Real Est > 15 YRS	181808
RCCM.3.B.1	RCFDA570	Memo: Other Loans/Leases < 3 MO	8290198
RCCM.3.B.2	RCFDA571	Memo: Other Loans/Leases 3-12 MO	1475023
RCCM.3.B.3	RCFDA572	Memo: Other Loans/Leases 1-3 YRS	721273
RCCM.3.B.4	RCFDA573	Memo: Other Loans/Leases 3-5 YRS	529358
RCCM.3.B.5	RCFDA574	Memo: Other Loans/Leases 5-15 YRS	461045
RCCM.3.B.6	RCFDA575	Memo: Other Loans/Leases > 15 YRS	40091
RCCM.3.C	RCFDA247	Memo: Tot Remg Loans/Leases < 1 YR	5050764
RCCM.3.D	RCONA577	Memo: Non-Farm/Res Loans/Leases > 5YR	161107
RCCM.3.E	RCFDA578	Memo: Comm/Indust > 3 YRS	2265362
RCCM.4	RCFD2746	Loans to fin. comm. real est., constr	654418
RCCM.5	RCFD5369	Loans & leases held for sale	42742
RCCM.6	RCON5370	Adj. rate closed-end loans secured	73949
RCCP2.01	RCON6999	YES/NO - RCC01.E & RCC04 >= \$ 100,000	0
RCCP2.02AA	RCON5562	Number of Loans RCC01.E	N/A
RCCP2.02BA	RCON5563	Number of Loans RCC04	N/A
RCCP2.03AA	RCON5564	Number of Loans RCC01.E Orig <= \$100K	N/A
RCCP2.03AB	RCON5565	Amount of Loans RCC01.E Orig <= \$100K	N/A
RCCP2.03BA	RCON5566	# of Loans RCC01.E \$100K<Orig<=\$250K	N/A
RCCP2.03BB	RCON5567	\$ of Loans RCC01.E \$100K<Orig<=\$250K	N/A
RCCP2.03CA	RCON5568	# of Loans RCC01.E \$250K < Orig <=\$1M	N/A
RCCP2.03CB	RCON5569	\$ of Loans RCC01.E \$250K < Orig <=\$1M	N/A
RCCP2.04AA	RCON5570	Number of Loans RCC04 Orig <= \$100K	N/A
RCCP2.04AB	RCON5571	Amount of Loans RCC04 Orig <= \$100K	N/A
RCCP2.04BA	RCON5572	# of Loans RCC04 \$100K< Orig <= \$250K	N/A
RCCP2.04BB	RCON5573	\$ of Loans RCC04 \$100K< Orig <= \$250K	N/A
RCCP2.04CA	RCON5574	# of Loans RCC04 \$250K < Orig <= \$1M	N/A
RCCP2.04CB	RCON5575	\$ of Loans RCC04 \$250K < Orig <= \$1M	N/A
RCCP2.05	RCON6860	YES/NO - RCC01.B & RCC03 >= \$ 100,000	0
RCCP2.06AA	RCON5576	Number of Loans RCC01.B	N/A
RCCP2.06BA	RCON5577	Number of Loans RCC03	N/A
RCCP2.07AA	RCON5578	Number of Loans RCC01.B Orig <= \$100K	N/A
RCCP2.07AB	RCON5579	Amount of Loans RCC01.B Orig <= \$100K	N/A
RCCP2.07BA	RCON5580	# of Loans RCC01.B \$100K<Orig<=\$250K	N/A
RCCP2.07BB	RCON5581	\$ of Loans RCC01.B \$100K<Orig<=\$250K	N/A
RCCP2.07CA	RCON5582	# of Loans RCC01.B \$250K <Orig<=\$500K	N/A

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RCCP2.07CB	RCON5583	\$ of Loans RCC01.B \$250K <Orig<=\$500K	N/A
RCCP2.08AA	RCON5584	Number of Loans RCC03 - Orig <= \$100K	N/A
RCCP2.08AB	RCON5585	Amount of Loans RCC03 - Orig <= \$100K	N/A
RCCP2.08BA	RCON5586	# of Loans RCC03 - \$100K<Orig<=\$250K	N/A
RCCP2.08BB	RCON5587	\$ of Loans RCC03 - \$100K<Orig<=\$250K	N/A
RCCP2.08CA	RCON5588	# of Loans RCC03 - \$250K <Orig<=\$500K	N/A
RCCP2.08CB	RCON5589	\$ of Loans RCC03 - \$250K <Orig<=\$500K	N/A
RCD01	RCON3531	US Treasury securities	0
RCD02	RCON3532	US Govt agency obligations	0
RCD03	RCON3533	Securities issued by State and Subdiv	0
RCD04.A	RCON3534	Pass-through secs by FNMA/FHLMC/GNMA	0
RCD04.B	RCON3535	CMOs and REMICs issued by FNMA/FHLMC	0
RCD04.C	RCON3536	All other mortgage-backed securities	0
RCD05	RCON3537	Other debt securities	0
RCD09	RCON3541	Other trading assets domestic	10812
RCD10	RCFN3542	Trading assets foreign	0
RCD11.A	RCON3543	Gains on rate & contracts domestic	277940
RCD11.B	RCFN3543	Gains on rate & contracts foreign	0
RCD12	RCFD3545	Total Trading Assets	288752
RCD13	RCFD3546	Liability for short positions	0
RCD14	RCFD3547	Losses on rate & contracts	271966
RCD15	RCFD3548	Total trading liabilities	271966
RCE1.1.A	RCON2201	Private Transaction	5206313
RCE1.1.B	RCON2240	Private Demand Deposits	4849255
RCE1.1.C	RCON2346	Private Nontransaction	12402982
RCE1.2.A	RCON2202	USG Transaction	7580
RCE1.2.B	RCON2280	USG Demand Deposits	2615
RCE1.2.C	RCON2520	USG Nontransaction	0
RCE1.3.A	RCON2203	State/Local Transaction	107621
RCE1.3.B	RCON2290	State/Local Demand Deposits	60012
RCE1.3.C	RCON2530	State/Local Nontransaction	96653
RCE1.4.A	RCON2206	US Coml Banks Transaction	414845
RCE1.4.B	RCON2310	US Coml Banks Demand Deposits	414845
RCE1.4.C	RCON2550	US Coml Banks Nontransaction	0
RCE1.5.A	RCON2207	Other US Dep'y Transaction	65780
RCE1.5.B	RCON2312	Other US Dep'y Demand Deposits	65780

RCE1.5.C	RCON2349 Other US Dep'y Nontransaction	0
RCE1.6.A	RCON2213 For Banks Transaction	27088
RCE1.6.B	RCON2320 For Banks Demand Deposits	27088
RCE1.6.C	RCON2236 For Branches US Banks Nontransaction	0
RCE1.7.A	RCON2216 For Govt Transaction	846
RCE1.7.B	RCON2300 For Govt Demand Deposits	846
RCE1.7.C	RCON2377 For Govt Nontransaction	0
RCE1.8.A	RCON2330 Certified Checks: Transaction	68590
RCE1.8.B	RCON2330 Certified Checks: Demand	68590
RCE1.9.A	RCON2215 Total Transaction Accounts	5898663
RCE1.9.B	RCON2210 Total Demand Deposits	5489031
RCE1.9.C	RCON2385 Total Nontransaction Accounts	12499635
RCE1.M.1.A	RCON6835 IRA/Keogh	581333
RCE1.M.1.B	RCON2365 Brokered	0
RCE1.M.1.E	RCON5590 Memoranda: Preferred Deposits	N/A
RCE1.M.1C1	RCON2343 Brokered < \$100K	0
RCE1.M.1C2	RCON2344 Brokered Participated to < \$100K	0
RCE1.M.1D1	RCONA243 Matur data:denom < 100k,matur<= 1 yr	0
RCE1.M.1D2	RCONA244 Matur data:denom =>100k,matur<= 1 yr	0
RCE1.M.2.B	RCON6648 Time Deposits < \$100K	1995512
RCE1.M.2.C	RCON2604 Memoranda: Time Deposits >=\$100 000	1173114

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RCE1.M.2A1	RCON6810 MMDAs	5647996
RCE1.M.2A2	RCON0352 Other Savings	3683013
RCE1.M.3	RCON2398 NOW	409632
RCE1.M.5A1	RCONA579 Memo: Time Deps < 100K < 3 MO	506767
RCE1.M.5A2	RCONA580 Memo: Time Deps < 100K 3-12 MO	1101698
RCE1.M.5A3	RCONA581 Memo: Time Deps < 100K 1-3 YRS	315507
RCE1.M.5A4	RCONA582 Memo: Time Deps < 100K > 3 YRS	71540
RCE1.M.5B	RCONA241 Memo: Time Deps < 100K < 1 YR	1608465
RCE1.M.6A1	RCONA584 Memo: Time Deps > 100K < 3 MO	581765
RCE1.M.6A2	RCONA585 Memo: Time Deps > 100K 3-12 MO	461178
RCE1.M.6A3	RCONA586 Memo: Time Deps > 100K 1-3 YRS	98312
RCE1.M.6A4	RCONA587 Memo: Time Deps > 100K > 3 YRS	31859
RCE1.M.6B	RCONA242 Memo: Time Deps > 100K < 1 YR	1042943
RCE2.1	RCFN2621 Private	0
RCE2.2	RCFN2623 US Banks	0
RCE2.3	RCFN2625 For Banks	0
RCE2.4	RCFN2650 For Govts	0
RCE2.5	RCFN2330 Certified Checks	0
RCE2.6	RCFN2668 Other	0
RCE2.7	RCFN2200 Total Deps in Foreign Offices	0
RCE2.M.1	RCFNA245 Memo:TD with remaining maturity<=1 yr"	0
RCF1	RCFD2164 Income Earned Not Collected Loans	72190
RCF2	RCFD2148 Net Deferred Tax Assets	165475
RCF3.A	RCFDA519 Interest Only Strip: Mortgage Loans	0
RCF3.B	RCFDA520 Interest Only Strip: Other Assets	0
RCF4	RCFD2168 Other Assets	175651
RCF4.A	RCFD3549 Other Assets - Line A	N/A
RCF4.B	RCFD3550 Other Assets - Line B	N/A
RCF4.C	RCFD3551 Other Assets - Line C	N/A
RCF5	RCFD2160 Total Other Assets	413316
RCFM.1	RCFD5610 Memo: Deferred Tax Assets Disallowed	0
RCG1.A	RCON3645 Expenses Accrued and Unpaid on deposi	18429
RCG1.B	RCFD3646 Other Expenses Accrued and Unpaid	173969
RCG2	RCFD3049 Net Deferred Tax Liabilities	0
RCG3	RCFD3000 Minority Interest in Subsidiaries	0
RCG4	RCFD2938 Other Liabilities	38687
RCG4.A	RCFD3552 Other Liabilities - Line A	N/A
RCG4.B	RCFD3553 Other Liabilities - Line B	N/A
RCG4.C	RCFD3554 Other Liabilities - Line C	N/A
RCG5	RCFD2930 Total Other Liabilities	231085
RCH01	RCON2155 Customers' Liability on Acceptances	8414
RCH02	RCON2920 Bank's Liability on Acceptances	8414
RCH03	RCON1350 Fed Funds Sold	3517317
RCH04	RCON2800 Fed Funds Purchased	3215702
RCH05	RCON3190 Other Borrowed Money	576931
RCH06	RCON2163 Net Due from Own For Offices	N/A
RCH07	RCON2941 Net Due to Own For Offices	N/A
RCH08	RCON2192 Total Assets	25358772
RCH09	RCON3129 Total Liabilities	23564604
RCH10	RCON1039 US Treasury Securities	1424141
RCH11	RCON1041 US Government agency obligations	251399
RCH12	RCON1042 There is no description for this item	130
RCH13.A.1	RCON1043 MBS: Pass-Through: FNMA/FHLMC/GNMA	3867581
RCH13.A.2	RCON1044 MBS: Pass-Through: Other Pass-Through	0
RCH13.B.1	RCON1209 MBS: Other MBS: FNMA/FHLMC/GNMA	0
RCH13.B.2	RCON1280 MBS: Other MBS: All Other MBS	0
RCH14	RCON1281 Other Domestic Debt Securities	0

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RCH15	RCON1282 Foreign Debt Securities	0
RCH16.A	RCONA510 Equity Securities: Mutual Fund/Eq Sec	0
RCH16.B	RCON1752 Equity Securities: All others	46127
RCH17	RCON1374 Total Securities Held and Sale	5589378
RCHM.1	RCON3051 Net Due from Own IBF	N/A
RCHM.2	RCON3059 Net Due to Own IBF	N/A
RCI1	RCFN2133 Total IBF Assets	N/A
RCI2	RCFN2076 Total IBF Loans/Leases	N/A
RCI3	RCFN2077 IBF Coml/Indl	N/A
RCI4	RCFN2898 Total IBF Liabilities	N/A
RCI5	RCFN2379 IBF Deposit Liabilities Due to Banks	N/A
RCI6	RCFN2381 Other IBF Deposit Liabilities	N/A
RCK01	RCFD3381 Interest-bearing Balances	3854
RCK02	RCFD3382 US Govt/Treasury	5462641
RCK03	RCFD3383 State/Local Securities	130
RCK04.A	RCFD3647 Other debt Securities	0
RCK04.B	RCFD3648 Other equity Securities	46127
RCK05	RCFD3365 Fed Funds Sold	2422094
RCK06.A.1	RCON3360 Total Loans	12437444
RCK06.A.2	RCON3385 RE Loans	2417779
RCK06.A.3	RCON3386 Agricultural & Farm Loans	49246
RCK06.A.4	RCON3387 Commercial/Industrial Loans	6579787
RCK06.A.5	RCON3388 Consumer Loans	1392081
RCK06.B	RCFN3360 Foreign Office Loans	0
RCK07	RCFD3401 Assets Held in Trading Accounts	135308
RCK08	RCFD3484 Lease Fin'g Receivables	44752
RCK09	RCFD3368 Total Assets	23879141
RCK10	RCON3485 Domestic Transaction Accounts	340611
RCK11.A	RCON3486 MMDAs	5081800
RCK11.B	RCON3487 Other Savings	3602666
RCK11.C	RCONA514 Time Deposits >= \$100,000	1185861
RCK11.D	RCONA529 Time Deposits < \$100,000	2039482
RCK12	RCFN3404 Interest-bearing Deposits in For Offi	0
RCK13	RCFD3353 Fed Funds Purchased	2546438
RCK14	RCFD3355 Other Borrowed Money	923849
RCL01.A	RCFD3814 Unused Commits: Revolv Lines Secured	0
RCL01.B	RCFD3815 Unused Commits: Credit Card Lines	0
RCL01.C.1	RCFD3816 Unused Commits: Fund loans secured	192183
RCL01.C.2	RCFD6550 Unused Commits: Fund loans not secure	616895
RCL01.D	RCFD3817 Unused Commits: Securities Underwrit	0
RCL01.E	RCFD3818 Unused Commits: Other Unused Commits	8506113
RCL02	RCFD3819 Fincl Standby Letters of Credit	1771682
RCL02.A	RCFD3820 Amount Fincl Standby Letters Conveyed	85921
RCL03	RCFD3821 Perfm Standby Letters of Credit	228786
RCL03.A	RCFD3822 Amount Perfm Standby Letters Conveyed	484
RCL04	RCFD3411 Commercl & Similar Letters of Credit	93496
RCL05	RCFD3428 Participations in Acceptrcs Conveyed	0
RCL06	RCFD3429 Participations in Acceptrcs Acquired	0
RCL07	RCFD3432 Securities Borrowed	0
RCL08	RCFD3433 Securities Lent	0
RCL09.A.1	RCFDA521 1-4 Family: Outstanding Balance	0
RCL09.A.2	RCFDA522 1-4 Family: Amount of Recourse	0
RCL09.B.1	RCFDA523 Other Assets: Outstanding Balance	0
RCL09.B.2	RCFDA524 Other Assets: Amount of Recourse	0
RCL09.C.1	RCFDA249 Sml busns obligations:Outstanding bal"	0
RCL09.C.2	RCFDA250 Sml busns obligations:retaind recours	0
RCL10.A	RCFDA534 Credit Derivatives: Guarantor	0

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RCL10.B	RCFDA535 Credit Derivatives: Beneficiary	0
RCL11	RCFD8765 Spot Foreign Exchange Contracts	918088
RCL12	RCFD3430 All Other Off-Balance Sheet Liabs	0
RCL12.A	RCFD3555 Other Off-Balance Sheet Liabilities-A	N/A
RCL12.B	RCFD3556 Other Off-Balance Sheet Liabilities-B	N/A
RCL12.C	RCFD3557 Other Off-Balance Sheet Liabilities-C	N/A
RCL12.D	RCFD3558 Other Off-Balance Sheet Liabilities-D	N/A
RCL13	RCFD5591 All Other Off-Balance Sheet Assets	0
RCL13.A	RCFD5592 Other Off-Balance Sheet Assets - A	N/A
RCL13.B	RCFD5593 Other Off-Balance Sheet Assets - B	N/A
RCL13.C	RCFD5594 Other Off-Balance Sheet Assets - C	N/A
RCL13.D	RCFD5595 Other Off-Balance Sheet Assets - D	N/A
RCL14.A.A	RCFD8693 Int Rate Contracts - Gross Futures	95000
RCL14.A.B	RCFD8694 Forgn Exch Contracts - Gross Futures	0

RCL14.A.C	RCFD8695	Equity Contracts - Gross Futures	0
RCL14.A.D	RCFD8696	Commodity Contracts - Gross Futures	0
RCL14.B.A	RCFD8697	Int Rate Contracts - Gross Forwards	0
RCL14.B.B	RCFD8698	Forgn Exch Contracts - Gross Forwards	1586398
RCL14.B.C	RCFD8699	Equity Contracts - Gross Forwards	0
RCL14.B.D	RCFD8700	Commodity Contracts - Gross Forwards	0
RCL14.C.1A	RCFD8701	Int Rate Contracts - Exchg Trad Wrtn	0
RCL14.C.1B	RCFD8702	Forgn Exch Contracts - Exchg Trad Wrt	0
RCL14.C.1C	RCFD8703	Equity Contracts - Exchg Trad Written	0
RCL14.C.1D	RCFD8704	Commodity Contracts - Exchg Trad Wrtn	0
RCL14.C.2A	RCFD8705	Int Rate Contracts - Exchg Trad Purch	0
RCL14.C.2B	RCFD8706	Forgn Exch Contracts - Exchg Trad Pur	0
RCL14.C.2C	RCFD8707	Equity Contracts - Exchg Trad Purchas	0
RCL14.C.2D	RCFD8708	Commodity Contracts - Exchg Trade Pur	0
RCL14.D.1A	RCFD8709	Int Rate Contracts - OTC Written Optn	3533857
RCL14.D.1B	RCFD8710	Forgn Exch Contracts - OTC Wrtn Optns	81209
RCL14.D.1C	RCFD8711	Equity Contracts - OTC Written Option	526458
RCL14.D.1D	RCFD8712	Commodity Contracts - OTC Written Opt	5424
RCL14.D.2A	RCFD8713	Int Rate Contracts - OTC Purchased Op	3533857
RCL14.D.2B	RCFD8714	Forgn Exch Contracts - OTC Purchased	81209
RCL14.D.2C	RCFD8715	Equity Contracts - OTC Purchased Optn	526458
RCL14.D.2D	RCFD8716	Commodity Contracts - OTC Purch Optn	5424
RCL14.E.A	RCFD3450	Int Rate Contracts - Gross Swaps	5829884
RCL14.E.B	RCFD3826	Forgn Exch Contracts - Gross Swaps	48602
RCL14.E.C	RCFD8719	Equity Contracts - Gross Swaps	0
RCL14.E.D	RCFD8720	Commodity Contracts - Gross Swaps	0
RCL15.A	RCFDA126	Int Rate Contracts - Gross Held Trade	12422598
RCL15.B	RCFDA127	Forgn Exch Contracts - Gross Held Trd	1797418
RCL15.C	RCFD8723	Equity Contracts - Gross Held Trading	1052916
RCL15.D	RCFD8724	Commodity Contracts - Gross Held Trad	10848
RCL16.A.A	RCFD8725	Int Rate Contracts - Marked to Market	0
RCL16.A.B	RCFD8726	Forgn Exch Contracts - Marked to Mrkt	0
RCL16.A.C	RCFD8727	Equity Contracts - Marked to Market	0
RCL16.A.D	RCFD8728	Commodity Contracts - Marked to Mrkt	0
RCL16.B.A	RCFD8729	Int Rate Contracts - NOT Marked	570000
RCL16.B.B	RCFD8730	Forgn Exch Contracts - NOT Marked	0
RCL16.B.C	RCFD8731	Equity Contracts - NOT Marked	0
RCL16.B.D	RCFD8732	Commodity Contracts - NOT Marked	0
RCL16.C.A	RCFDA589	Int Rate Contracts - Bank Pays Fixed	0
RCL17.A.1A	RCFD8733	Int Rate Contracts Held - Pos Values	67166
RCL17.A.1B	RCFD8734	Forgn Exch Contracts Held - Pos Value	56421
RCL17.A.1C	RCFD8735	Equity Contracts Held - Pos Values	164893
RCL17.A.1D	RCFD8736	Commodity Contracts Held - Pos Value	323

</TABLE>

<TABLE>

<S>	<C>	<C>	
RCL17.A.2A	RCFD8737	Int Rate Contracts Held - Neg Values	66222
RCL17.A.2B	RCFD8738	Forgn Exch Contracts Held - Neg Value	50944
RCL17.A.2C	RCFD8739	Equity Contracts Held - Neg Values	164893
RCL17.A.2D	RCFD8740	Commodity Contracts Held - Neg Value	323
RCL17.B.1A	RCFD8741	Int Rate Contracts Markd- Pos Values	0
RCL17.B.1B	RCFD8742	Forgn Exch Contracts Markd- Pos Value	0
RCL17.B.1C	RCFD8743	Equity Contracts Markd- Pos Values	0
RCL17.B.1D	RCFD8744	Commodity Contracts Markd- Pos Value	0
RCL17.B.2A	RCFD8745	Int Rate Contracts Markd- Neg Values	0
RCL17.B.2B	RCFD8746	Forgn Exch Contracts Markd- Neg Value	0
RCL17.B.2C	RCFD8747	Equity Contracts Markd- Neg Values	0
RCL17.B.2D	RCFD8748	Commodity Contracts Markd- Neg Value	0
RCL17.C.1A	RCFD8749	Int Rate Contracts Not Markd - PosVal	2338
RCL17.C.1B	RCFD8750	Forgn Exch Contracts Not Markd-PosVal	0
RCL17.C.1C	RCFD8751	Equity Contracts Not Markd - PosVal	0
RCL17.C.1D	RCFD8752	Commodity Contracts Not Markd-PosVal	0
RCL17.C.2A	RCFD8753	Int Rate Contracts Not Markd - NegVal	37867
RCL17.C.2B	RCFD8754	Forgn Exch Contracts Not Markd-NegVal	0
RCL17.C.2C	RCFD8755	Equity Contracts Not Markd - NegVal	0
RCL17.C.2D	RCFD8756	Commodity Contracts Not Markd-NegVal	0
RCLM.3	RCFD3833	Unused Commitments > 1 year	4508504
RCLM.3.A	RCFD3834	Participations in Commitments > 1 Yr	41575
RCLM.4	RCFD3377	Standby Letters of Credit - Non-U.S.	43973
RCLM.5.A	RCFD2741	Con Inst Lns w/o recourse - Prv Autos	N/A
RCLM.5.B	RCFD2742	Con Inst Lns w/o recourse - Crd Cards	0
RCLM.5.C	RCFD2743	Con Inst Lns w/o recourse - All other	N/A
RCM1.A	RCFD6164	Credit to Executives/Principals	1156
RCM1.B	RCFD6165	Number of Execs Who Borrowed \$500K/5%	0
RCM10.A	RCON6441	Mutual Fund: Money Market Funds	13635098
RCM10.B	RCON8427	Mutual Fund: Equity Securities	28869
RCM10.C	RCON8428	Mutual Fund: Debt Securities	4934
RCM10.D	RCON8429	Mutual Fund: Other Mutual Funds	421815
RCM10.E	RCON8430	Mutual Fund: Annuities	67
RCM10.F	RCON8784	Mutual Fund: Sales of Proprietary	5928611
RCM11	RCFDA525	Net Unamortized Gains (Sched RC)	6703

RCM12	RCFDA526	Assets Netted Against (Sched RC)	0
RCM13	RCFDA591	Outstanding Principal Bal Serviced	0
RCM2	RCFD3405	Fed Funds Sold -- Foreign Banks	0
RCM4.A	RCFD5500	O/S Bal Mortgages Serviced - GNMA	0
RCM4.B.1	RCFD5501	O/S Bal Morts Serviced-FHLMC w/ recou	0
RCM4.B.2	RCFD5502	O/S Bal Morts Serviced-FHLMC w/o rec	0
RCM4.C.1	RCFD5503	O/S Bal Morts Serviced-FNMA Reg optn	0
RCM4.C.2	RCFD5504	O/S Bal Morts Serviced-FNMA Spec optn	0
RCM4.D	RCFD5505	O/S Bal Morts Serviced-All other	0
RCM5.A	RCFD2103	Customers' Liability on Acceptances:	5495
RCM5.B	RCFD2104	Customers' Liability on Acceptances:	2919
RCM6.A	RCFD3164	Mtge Servicing Rights	0
RCM6.A.1	RCFDA590	Mort Serv Rights - Est Fair Value	0
RCM6.B.1	RCFDB026	Other intangible - Purch cc rels	0
RCM6.B.2	RCFD5507	Other Intangible - All Other	30663
RCM6.C	RCFD3163	Goodwill	280204
RCM6.D	RCFD2143	Total Intangible Assets	310867
RCM6.E	RCFD6442	Intangible Assets Grandfathered	0
RCM7	RCFD3295	Mandatory Convertible Debt Dedictated	0
RCM8.A.1	RCFD5372	Othr Real Estate - Direct & Indirect	0
RCM8.A.2.A	RCON5508	Othr Real Estate - All other Real Est	0
RCM8.A.2.B	RCON5509	Othr Real Estate - Farmland	0

</TABLE>

<TABLE>

<S>	<C>	<C>	
RCM8.A.2.C	RCON5510	Othr Real Estate - 1-4 Family Residnt	1015
RCM8.A.2.D	RCON5511	Othr Real Estate - Multifamily Resid	0
RCM8.A.2.E	RCON5512	Othr Real Estate - Nonfarm Nonresiden	357
RCM8.A.2.F	RCFN5513	Othr Real Estate - In Foreign Offices	0
RCM8.A.3	RCFD2150	Othr Real Estate - Total	1372
RCM8.B.1	RCFD5374	Inves - Direct & Indirect invest R/E	0
RCM8.B.2	RCFD5375	Inves - All othr invest unconsol subs	3328
RCM8.B.3	RCFD2130	Investmnts in unconsold subs - Total	3328
RCM9	RCFD3778	Noncumulative Perpetual Preferred Stk	0
RCMM.1	RCFD3836	Interbank Holdings: Reciprocal	N/A
RCN.O.1	RCON6979	Optional Narrative Comment (Y/N)	0
RCN1.A.A	RCFD1245	RE US: 30-89 Days	48617
RCN1.A.B	RCFD1246	RE US: 90+ Days	22129
RCN1.A.C	RCFD1247	RE US: Nonaccrual	21907
RCN1.B.A	RCFD1248	RE non-US: 30-89 Days	0
RCN1.B.B	RCFD1249	RE non-US: 90+ Days	0
RCN1.B.C	RCFD1250	RE non-US: Nonaccrual	0
RCN10.A	RCFD5612	Loans/Leases US Guaranteed-30-89 Days	4305
RCN10.A.A	RCFD5615	Loans/Leases Guaranteed: 30-89 Days	3444
RCN10.A.B	RCFD5616	Loans/Leases Guaranteed: 30-89 Days	0
RCN10.A.C	RCFD5617	Loans/Leases Guaranteed: 30-89 Days	3715
RCN10.B	RCFD5613	Loans/Leases US Guaranteed- 90+ Days	0
RCN10.C	RCFD5614	Loans/Leases US Guaranteed-Nonaccrual	4644
RCN2.A.A	RCFD5377	Loans US Deps: US Banks: 30-89 Days	0
RCN2.A.B	RCFD5378	Loans US Deps: US Banks: 90+ Days	0
RCN2.A.C	RCFD5379	Loans US Deps: US Banks: Nonaccrual	0
RCN2.B.A	RCFD5380	Loans US Deps: Foreign: 30-89 Days	0
RCN2.B.B	RCFD5381	Loans US Deps: Foreign: 90+ Days	0
RCN2.B.C	RCFD5382	Loans US Deps: Foreign: Nonaccrual	0
RCN3.A	RCFD1594	Ag US: 30-89 Days	0
RCN3.B	RCFD1597	Ag US: 90+ Days	0
RCN3.C	RCFD1583	Ag US: Nonaccrual	0
RCN4.A.A	RCFD1251	Coml/Indl US: 30-89 Days	89596
RCN4.A.B	RCFD1252	Coml/Indl US: 90+ Days	4734
RCN4.A.C	RCFD1253	Coml/Indl US: Nonaccrual	75914
RCN4.B.A	RCFD1254	Coml/Indl non-US: 30-89 Days	6443
RCN4.B.B	RCFD1255	Coml/Indl non-US: 90+ Days	0
RCN4.B.C	RCFD1256	Coml/Indl non-US: Nonaccrual	10240
RCN5.A.A	RCFD5383	Consumer: Credit Cards: 30-89 Days	1123
RCN5.A.B	RCFD5384	Consumer: Credit Cards: 90+ Days	869
RCN5.A.C	RCFD5385	Consumer: Credit Cards: Nonaccrual	0
RCN5.B.A	RCFD5386	Consumer: Other: 30-89 Days	33266
RCN5.B.B	RCFD5387	Consumer: Other: 90+ Days	4204
RCN5.B.C	RCFD5388	Consumer: Other: Nonaccrual	3139
RCN6.A	RCFD5389	Foreign: 30-89 Days	0
RCN6.B	RCFD5390	Foreign: 90+ Days	0
RCN6.C	RCFD5391	Foreign: Nonaccrual	0
RCN7.A	RCFD5459	Other: 30-89 Days	21981
RCN7.B	RCFD5460	Other: 90+ Days	3727
RCN7.C	RCFD5461	Other: Nonaccrual	15296
RCN8.A.A	RCFD1257	Leases US: 30-89 Days	0
RCN8.A.B	RCFD1258	Leases US: 90+ Days	0
RCN8.A.C	RCFD1259	Leases US: Nonacrual	0
RCN8.B.A	RCFD1271	Leases non-US: 30-89 Days	0
RCN8.B.B	RCFD1272	Leases non-US: 90+ Days	0
RCN8.B.C	RCFD1791	Leases non-US: Nonaccrual	0

RCN9.A	RCFD3505 Debt Securities: 30-89 Days	0
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</TABLE>

<TABLE>		
<S>	<C>	<C>
RCN9.B	RCFD3506 Debt Securities: 90+ Days	0
RCN9.C	RCFD3507 Debt Securities: Nonaccrual	0
RCNM.1.A	RCFD1658 Restruc'd Loans: 30-89 Days	0
RCNM.1.B	RCFD1659 Restruc'd Loans: 90+ Days	0
RCNM.1.C	RCFD1661 restruc'd Loans: Nonaccrual	0
RCNM.2.A	RCFD6558 Comm Real Estate Loans: 30-89 Days	2091
RCNM.2.B	RCFD6559 Comm Real Estate Loans: 90+ Days	0
RCNM.2.C	RCFD6560 Comm Real Estate Loans: Nonaccrual	1911
RCNM.3.AA	RCON2759 Secured Loans - Const: 30-89 Days	23920
RCNM.3.AB	RCON2769 Secured Loans - Const: 90+ Days	20972
RCNM.3.AC	RCON3492 Secured Loans - Const: Nonaccrual	5215
RCNM.3.BA	RCON3493 Secured Loans - Farmland: 30-89 Days	0
RCNM.3.BB	RCON3494 Secured Loans - Farmland: 90+ Days	0
RCNM.3.BC	RCON3495 Secured Loans - Farmland: Nonaccrual	0
RCNM.3.C1A	RCON5398 Secd Loans 1-4 Fam-Rev: 30-89 Days	0
RCNM.3.C1B	RCON5399 Secd Loans 1-4 Fam-Rev: 90+ Days	0
RCNM.3.C1C	RCON5400 Secd Loans 1-4 Fam-Rev: Nonaccrual	0
RCNM.3.C2A	RCON5401 Secd Loans 1-4 Fam-Other: 30-89 Days	19758
RCNM.3.C2B	RCON5402 Secd Loans 1-4 Fam-Other: 90+ Days	1157
RCNM.3.C2C	RCON5403 Secd Loans 1-4 Fam-Other: Nonaccrual	8296
RCNM.3.DA	RCON3499 Secured Loans - Multifam: 30-89 Days	180
RCNM.3.DB	RCON3500 Secured Loans - Multifam: 90+ Days	0
RCNM.3.DC	RCON3501 Secured Loans - Multifam: Nonaccrual	189
RCNM.3.EA	RCON3502 Secured Loans - Non Farm: 30-89 Days	4759
RCNM.3.EB	RCON3503 Secured Loans - Non Farm: 90+ Days	0
RCNM.3.EC	RCON3504 Secured Loans - Non Farm: Nonaccrual	8207
RCNM.4.AA	RCFD3522 Rate/Contract: Book Value: 30-89 Days	0
RCNM.4.AB	RCFD3528 Rate/Contract: Book Value: 90+ Days	0
RCNM.4.BA	RCFD3529 Rate/Contract: Replacement:30-89 Days	0
RCNM.4.BB	RCFD3530 Rate/Contract: Replacement: 90+ Days	0
RCO1.A	RCON0030 Unposted Debits	0
RCO1.B.1	RCON0031 Unposted Debits: Demand	N/A
RCO1.B.2	RCON0032 Unposted Debits: Time/Savings	N/A
RCO10	RCON8432 Deposit Institution Invest. Contracts	0
RCO11.A	RCON8785 Reciprocal Demand Bals - Savings Asc.	0
RCO11.B	RCONA181 Reciprocal Demand Bals - Foreign Brch	0
RCO11.C	RCONA182 Reciprocal Demand Bals - Cash Items	0
RCO12.A	RCONA527 Amt of Assets Netted agst Dem Deps	0
RCO12.B	RCONA528 Amt of Assets Netted agst Tim/Svg Dep	0
RCO2.A	RCON3510 Unposted Credits	0
RCO2.B.1	RCON3512 Unposted Credits: Demand	N/A
RCO2.B.2	RCON3514 Unposted Credits: Time/Savings	N/A
RCO3	RCON3520 Uninvested Trust Fund Cash	36545
RCO4.A	RCON2211 Demand Deposits of Unconsolidaed Subs	5898
RCO4.B	RCON2351 Time/Savings Deposits of Unconsolida	0
RCO4.C	RCON5514 Int accrued/unpaid on deps of con sub	0
RCO5.A	RCON2229 Demand Deposits: Insured Branches	0
RCO5.B	RCON2383 Time/Savings Deposits: Insured Branc	0
RCO5.C	RCON5515 Int accrued/unpaid on deps in ins brc	0
RCO6.A	RCON2314 Pass-through Reserve Balances: Demand	0
RCO6.B	RCON2315 Pass-through-Reserve Balances: Time/S	0
RCO7.A	RCON5516 Unamortized premiums	0
RCO7.B	RCON5517 Unamortized discounts	0
RCO8.A.1	RCONA531 OAKAR: Total Deposits Purchased	N/A
RCO8.A.2	RCONA532 OAKAR: Amt of Purchased Deposits	N/A
RCO8.B	RCONA533 OAKAR: Total Deposits Sold	N/A
RCOM.1.A.1	RCON2702 Amount of Deposit Accounts < \$100K	8280616

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<S>	<C>	<C>
RCOM.1.A.2	RCON3779 (June Only) Number of Deposit Accts <	N/A
RCOM.1.B.1	RCON2710 Amount of Deposit Accounts > \$100K	10117682
RCOM.1.B.2	RCON2722 Number of Deposit Accounts > \$100K	23266
RCOM.2.A	RCON6861 Yes/No: Bank has a better method/proc	0
RCOM.2.B	RCON5597 If YES: Uninsured Deposits Amount	N/A
RCOM.3	RCONA545 Cert No of consolidated inst.	N/A
RCR1	RCFD6056 Do You Meet Capital Requirements? Y/N	N/A
RCR2.A	RCFDA515 Subord Debt & Int Term Prfrd Stock	445000
RCR2.B	RCFDA516 Other Limited-Life cap Instr	0
RCR3.A1	RCFD8274 Regulatory capt ratios:Tier 1 Capital	1670423
RCR3.A2	RCFD8275 Regulatory capt ratios:Tier 2 Capital	663669
RCR3.A3	RCFD1395 Regulatory capt ratios: Tier 3 Capital	0
RCR3.B	RCFD3792 Regulatory capt ratios:Total RB Captl	2334092

RCR3.C	RCFDA222	Regulatory capt ratios:Excess allownc	0
RCR3.D1	RCFDA223	Regulatory capt ratios:Risk-wtd assts	19139973
RCR3.D2	RCFD1651	Regulatory capt ratios: Mrkt Risk-equiv	0
RCR3.E	RCFD1727	Regulatory capt ratios: Max Cont Dolr	0
RCR3.F	RCFDA224	Regulatory capt ratios:Avrg tot assts	23568274
RCR4.A	RCFD5163	00 % Risk assets recorded on Bal Sht	2612910
RCR4.B	RCFD3796	Zero % Risk: Credit Equiv Off-Balance	5991
RCR5.A	RCFD5165	20 % Risk assets recorded on Bal Sht	9234244
RCR5.B	RCFD3801	20 % Risk: Credit Equiv Off-Balance	403770
RCR6.A	RCFD3802	50 % Risk: Assets On Balance Sheet	805511
RCR6.B	RCFD3803	50 % Risk: Credit Equiv Off-Balance	220930
RCR7.A	RCFD3804	100 % Risk: Assets On Balance Sheet	12768319
RCR7.B	RCFD3805	100 % Risk: Credit Equiv Off-Balance	3930831
RCR8	RCFD3806	On-Balance Sheet Values Excluded From	156457
RCR9	RCFD3807	Total Assets Recorded On Balnce Sheet	25577441
RCRM.01	RCFD8764	Credit Exp - Off-Bal Sheet Derivative	288802
RCRM.02.AA	RCFD3809	Derivative Int Rate Contracts < 1 YR	1999920
RCRM.02.AB	RCFD8766	Derivative Int Rate Contracts 1-5 YRS	6327607
RCRM.02.AC	RCFD8767	Derivative Int Rate Contracts > 5 YRS	1036214
RCRM.02.BA	RCFD3812	Derivative Fgn Exch Contracts < 1 YR	1497198
RCRM.02.BB	RCFD8769	Derivative Fgn Exch Contracts 1-5 YRS	214571
RCRM.02.BC	RCFD8770	Derivative Fgn Exch Contracts > 5 YRS	4440
RCRM.02.CA	RCFD8771	Derivative Gold Contracts < 1 YR	0
RCRM.02.CB	RCFD8772	Derivative Gold Contracts 1-5 YRS	0
RCRM.02.CC	RCFD8773	Derivative Gold Contracts > 5 YRS	0
RCRM.02.DA	RCFD8774	Derivative P Metals Contracts < 1 YR	0
RCRM.02.DB	RCFD8775	Derivative P Metals Contracts 1-5 YRS	0
RCRM.02.DC	RCFD8776	Derivative P Metals Contracts > 5 YRS	0
RCRM.02.EA	RCFD8777	Derivative Commodity Contrcts < 1 YR	5424
RCRM.02.EB	RCFD8778	Derivative Commodity Contrcts 1-5 YRS	0
RCRM.02.EC	RCFD8779	Derivative Commodity Contrcts > 5 YRS	0
RCRM.02.FA	RCFDA000	Derivative Equity Contracts < 1 YR	109360
RCRM.02.FB	RCFDA001	Derivative Equity Contracts 1-5 YRS	417098
RCRM.02.FC	RCFDA002	Derivative Equity Contracts > 5 YRS	0
RCX01.A	RCFD3561	Number Of Loans To Executive Officers	1
RCX01.B	RCFD3562	Amount Of Loans To Executive Officers	18
RCX01.C1	RCFD7701	Start Rate (####.##%) Loans To Execs.	10.25%
RCX01.C2	RCFD7702	Top Rate (####.##%) Loans To Execs.	10.25%
RI-01.A.1A	RIAD4011	RE Loans	51303
RI-01.A.1B	RIAD4019	Loans to Dep'y Inst's	62
RI-01.A.1C	RIAD4024	Ag/Farmer Loans	903
RI-01.A.1D	RIAD4012	Coml/Indl Loans	119695
RI-01.A.1E	RIAD4026	Acceptances	0
RI-01.A.1G	RIAD4056	Loans to For Govts	151

<TABLE>

<S>	<C>	<C>
RI-01.A.1I	RIAD4058	Other Domestic Loans 34861
RI-01.A.2	RIAD4059	For Loans 0
RI-01.A1F1	RIAD4054	Credit Cards 3314
RI-01.A1F2	RIAD4055	Other Consumer 30779
RI-01.A1H1	RIAD4503	Taxable State/Local Obligations 0
RI-01.A1H2	RIAD4504	Exempt State/Local Obligations 54
RI-01.B.1	RIAD4505	Taxable Leases 453
RI-01.B.2	RIAD4307	Exempt Leases 0
RI-01.C.1	RIAD4105	Domestic Interest on Balances Due 0
RI-01.C.2	RIAD4106	For Interest on Balances due 0
RI-01.D.1	RIAD4027	US Govt/Treasury Securities 85723
RI-01.D.2A	RIAD4506	Taxable State/Local Securities 0
RI-01.D.2B	RIAD4507	Exempt State/Local Securities 3
RI-01.D.3	RIAD3657	Other Domestic Debt securities 0
RI-01.D.4	RIAD3658	Foreign Debt Securities 0
RI-01.D.5	RIAD3659	Equity Securities (incl mutual funds) 693
RI-01.E	RIAD4069	Interest on Trading Assets 153
RI-01.F	RIAD4020	Interest on Fed Funds Sold Etc 34330
RI-01.G	RIAD4107	Total Interest Income 362477
RI-02.A.1A	RIAD4508	Transaction Accounts 1062
RI-02.A.2	RIAD4172	Interest on For Deposits 0
RI-02.A1B1	RIAD4509	MMDAs 13903
RI-02.A1B2	RIAD4511	Other Savings 36351
RI-02.A1B3	RIADA517	Int Exp: Time Deposits >=\$100,000 13957
RI-02.A1B4	RIADA518	Int Exp: Time Deposits <\$100,000 25902
RI-02.B	RIAD4180	Fed Funds Purchased Etc 32968
RI-02.C	RIAD4185	Interest on Demand Notes to US Treasu 17788
RI-02.E	RIAD4200	Interest on Subordinated Notes/Debent 7126
RI-02.F	RIAD4073	Total Interest Expense 149057
RI-03	RIAD4074	Net Interest Income 213420
RI-04.A	RIAD4230	Provision for Loan and Lease Losses 21000
RI-04.B	RIAD4243	Provision for Allocated Transfer Risk 0
RI-05.A	RIAD4070	Income from Fiduciary Activities 52671
RI-05.B	RIAD4080	Service Charges on Deposit Accounts 35658



RI-05.C	RIADA220	Trading Revenue	7949
RI-05.F.1	RIAD5407	Other Noninterest Income - Fee Income	28252
RI-05.F.2	RIAD5408	Other Noninterest Income - All Other	34295
RI-05.G	RIAD4079	Total Noninterest Income	158825
RI-06.A	RIAD3521	Gain/Loss Sec Held to Maturities	0
RI-06.B	RIAD3196	Gain/Loss Sec Available-for-sale	0
RI-07.A	RIAD4135	Salaries and Benefits	146246
RI-07.B	RIAD4217	Expense on Premises/Fixed Assets	54766
RI-07.C	RIAD4092	Other Noninterest Expense	63902
RI-07.D	RIAD4093	Total Noninterest Expense	264914
RI-08	RIAD4301	Income (loss) Before Income Taxes	86331
RI-09	RIAD4302	Income Taxes	31136
RI-10	RIAD4300	Income (loss) Before Extraordinary	55195
RI-11	RIAD4320	Extraordinary Items Net Of Taxes	0
RI-12	RIAD4340	Net Income (loss)	55195
RI-M.1	RIAD4513	Interest Expense on Exempt After 8/7/	2
RI-M.10	RIADA251	Memo:Credit losses on off-balnc sheet	0
RI-M.11	RIADA530	Does Bank have Subchapter-S Y/N	0
RI-M.12	RIAD4772	Deferred	N/A
RI-M.2	RIAD8431	Memoranda: Income Sale Mutuals	4505
RI-M.5	RIAD4150	Number of Employees on Payroll	9701
RI-M.7	RIAD9106	There is no description for this item	N/A
RI-M.8.A	RIAD8757	Memoranda: Trading Rev - Interest	17

</TABLE>

<TABLE>

<S>	<C>	<C>
RI-M.8.B	RIAD8758	Memoranda: Trading Rev - Foreign Exch 7932
RI-M.8.C	RIAD8759	Memoranda: Trading Rev - Equity/Index 0
RI-M.8.D	RIAD8760	Memoranda: Trading Rev - Commodity 0
RI-M.9.A	RIAD8761	Memoranda: Impact - Interest Income 309
RI-M.9.B	RIAD8762	Memoranda: Impact - Interest Expense 534
RI-M.9.C	RIAD8763	Memoranda: Impact - Other Allocations 0
RIA01	RIAD3215	Total Equity on Dec 31 prev year-end 1733711
RIA02	RIAD3216	Equity Adjustments 0
RIA03	RIAD3217	Amended Balance Previous Year 1733711
RIA04	RIAD4340	Net Income/Loss 55195
RIA05	RIAD4346	Sale/Conversion of Stock 0
RIA06	RIAD4356	Changes Incident to Combinations 0
RIA07	RIAD4470	LESS: Cash Dividends on Common 0
RIA08	RIAD4460	LESS: Cash Dividends on preferred 0
RIA09	RIAD4411	Changes in Accounting Principles 0
RIA10	RIAD4412	Corrections of Accounting Errors 0
RIA11.A	RIAD8433	Net Unrealized Holding Avail Forsale 5262
RIA11.B	RIAD4574	Accm net gains(loss) on cash flow hedges 0
RIA12	RIAD4414	Foreign Currency Translation Adjustme 0
RIA13	RIAD4415	Other Parent BHC Transactions 0
RIA14	RIAD3210	Total Equity Capital End Of Cur. Per. 1794168
RIB1.1.A.A	RIAD4651	RE Loans: US 584
RIB1.1.A.B	RIAD4661	RE Loans: non-US 412
RIB1.1.B.A	RIAD4652	RE Loans: non-US: Charge-Offs 0
RIB1.1.B.B	RIAD4662	RE Loans: non-US: Recoveries 0
RIB1.2.A.A	RIAD4653	Loans to US Banks: Charge-Offs 0
RIB1.2.A.B	RIAD4663	Loans to US Banks: Recoveries 0
RIB1.2.B.A	RIAD4654	Loans to For Banks: Charge-Offs 0
RIB1.2.B.B	RIAD4664	Loans to For Banks: Recoveries 0
RIB1.3.A	RIAD4655	Ag/Farm Loans: Charge-Offs 0
RIB1.3.B	RIAD4665	Ag/Farm Loans: Recoveries 4
RIB1.4.A.A	RIAD4645	Coml/Indl Loans US: Charge-Offs 8295
RIB1.4.A.B	RIAD4617	Coml/Indl Loans US: Recoveries 734
RIB1.4.B.A	RIAD4646	Coml/Indl Loans non-US: Charge-Offs 3000
RIB1.4.B.B	RIAD4618	Coml/Indl Loans non-US: recoveries 0
RIB1.5.A.A	RIAD4656	Credit Cards: Charge-Offs 1097
RIB1.5.A.B	RIAD4666	Credits Cards: Recoveries 116
RIB1.5.B.A	RIAD4657	Other Consumer Charge-Offs 9305
RIB1.5.B.B	RIAD4667	Other Consumer: Recoveries 2529
RIB1.6.A	RIAD4643	Loans to For Govts: Charge-Offs 0
RIB1.6.B	RIAD4627	Loans to For Govts: Recoveries 0
RIB1.7.A	RIAD4644	Other Loans: Charge-Offs 205
RIB1.7.B	RIAD4628	Other Loans: Recoveries 405
RIB1.8.A.A	RIAD4658	Leases US: Charge-Offs 1
RIB1.8.A.B	RIAD4668	Leases US: Recovereies 0
RIB1.8.B.A	RIAD4659	Leases non-US: Chatge-Offs 0
RIB1.8.B.B	RIAD4669	Leases non-US: Recoveries 0
RIB1.9.A	RIAD4635	Total Charge-offs (year-to-date) 22487
RIB1.9.B	RIAD4605	Total Recoveries (year-to-date) 4200
RIB1.M.4.A	RIAD5409	Memo: Charge-offs: Loans to fin comm. 162
RIB1.M.4.B	RIAD5410	Memo: Recoveries: Loans to fin commcl 62
RIB1.M.5AA	RIAD3582	Memo: Charge-offs: Loans sec construc 0
RIB1.M.5AB	RIAD3583	Memo: Recoveries: Loans sec construct 16
RIB1.M.5BA	RIAD3584	Memo: Charge-offs: Loans sec farmland 0
RIB1.M.5BB	RIAD3585	Memo: Recoveries: Loans sec farmland 4

RIB1.M.5DA	RIAD3588	Memo: Charge-offs: Loans sec multifam	0
RIB1.M.5DB	RIAD3589	Memo: Recoveries: Loans sec multifam	2

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RIB1.M.5EA	RIAD3590	Memo: Charge-offs: Loans sec nonfarm 20
RIB1.M.5EB	RIAD3591	Memo: Recoveries: Loans sec nonfarm 124
RIB1.M5C1A	RIAD5411	Memo: Charge-offs: Revolv loans 1-4 r 0
RIB1.M5C1B	RIAD5412	Memo: Recoveries: Revolv loans 1-4 rs 0
RIB1.M5C2A	RIAD5413	Memo: Charge-offs: Other loans 1-4 rs 564
RIB1.M5C2B	RIAD5414	Memo: Recoveries: Other loans 1-4 res 266
RIB2.01	RIAD3124	Allowance for Loan/Lease: Dec 31 215956
RIB2.02	RIAD2419	Recoveries (Loan/Lease) 4200
RIB2.03	RIAD2432	LESS: Charge-Offs (Loan/Lease) 22487
RIB2.04	RIAD4230	Provision (Loan/Lease) 21000
RIB2.05	RIAD4815	Adjustments (Loan/Lease) 0
RIB2.06	RIADA512	Allow. Loan/Lease Loss Balance 218669
RID1.1.A	RIAD4837	Interest Income Booked N/A
RID1.1.B	RIAD4838	Interest Expense Booked N/A
RID1.1.C	RIAD4839	Total N/A
RID1.2.A	RIAD4840	Net Int'l Int Income Sold American N/A
RID1.2.B	RIAD4841	Net Domestic Int Income Booked Foreign N/A
RID1.2.C	RIAD4842	Total N/A
RID1.3.A	RIAD4097	Noninterest Intl INcome N/A
RID1.3.B	RIAD4235	Provision for Intl Loan/Lease Losses N/A
RID1.3.C	RIAD4239	Other Intl Nonint Expense N/A
RID1.3.D	RIAD4843	Total N/A
RID1.4	RIAD4844	Total N/A
RID1.5	RIAD4845	Adjustment to Pretax Income Etc N/A
RID1.6	RIAD4846	Total N/A
RID1.7	RIAD4797	Intl Income Taxes N/A
RID1.8	RIAD4341	Total N/A
RID1.M.1	RIAD4847	Intracompany Int Income N/A
RID1.M.2	RIAD4848	Intracompany Int Expense N/A
RID2.1	RIAD4849	Interest Income at IBFs N/A
RID2.2	RIAD4850	Interest Expense at IBFs N/A
RID2.3.A	RIAD5491	Noninterest Intl Income (Gain/Losses) N/A
RID2.3.B	RIAD5492	Noninterest Intl Income (Fees & Othr) N/A
RID2.4	RIAD4852	Provision Loan/Lease Losses Intl Sold N/A
RID2.5	RIAD4853	Other Noninterest Exp INTl Sold Ameri N/A
RIE01.A	RIAD5415	Other non-interest income (RI-5.f.2) N/A
RIE01.B	RIAD5416	Other non-interest income (RI-5.f.2) N/A
RIE01.C	RIAD5417	Other non-interest income (RI-5.f.2) N/A
RIE01.D	RIAD4461	Other non-interest income (RI-5.f.2) 19820
RIE01.E	RIAD4462	Other non-interest income (RI-5.f.2) 0
RIE01.F	RIAD4463	Other non-interest income (RI-5.f.2) 0
RIE02.A	RIAD4531	Other non-interest expense (RI-7.c) 9747
RIE02.B	RIAD5418	Other non-interest expense (RI-7.c) N/A
RIE02.C	RIAD5419	Other non-interest expense (RI-7.c) N/A
RIE02.D	RIAD5420	Other non-interest expense (RI-7.c) N/A
RIE02.E	RIAD4464	Other non-interest expense (RI-7.c) N/A
RIE02.F	RIAD4467	Other non-interest expense (RI-7.c) N/A
RIE02.G	RIAD4468	Other non-interest expense (RI-7.c) N/A
RIE03.A.1	RIAD6373	Effect of adopting FAS 133 0
RIE03.A.2	RIAD4486	Applicable tax effect (RI-11.b) 0
RIE03.B.1	RIAD4487	Extraordinary items and Adj (RI-11.a) 0
RIE03.B.2	RIAD4488	Applicable tax effect (RI-11.b) 0
RIE03.C.1	RIAD4489	Extraordinary items and Adj (RI-11.a) 0
RIE03.C.2	RIAD4491	Applicable tax effect (RI-11.b) 0
RIE04.A	RIAD4492	Equity cap adjustments (RIA-2) N/A
RIE04.B	RIAD4493	Equity cap adjustments (RIA-2) N/A
RIE05.A	RIAD4494	Acct changes effects (RIA-9) N/A

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RIE05.B	RIAD4495	Acctg changes effects (RIA-9) N/A
RIE06.A	RIAD4496	Corrections (RIA-10) N/A
RIE06.B	RIAD4497	Corrections (RIA-10) N/A
RIE07.A	RIAD4498	Transactions w/parent (RIA-12) N/A
RIE07.B	RIAD4499	Transactions w/parent (RIA-12) N/A
RIE08.A	RIAD4521	Adjs. to allow for l & l loss (RIB.2. N/A
RIE08.B	RIAD4522	Adjs. to allow for l & l loss (RIB.2. N/A
RIE09	RIAD4769	RI-E Other Explanations (Y/N) 0